

PROPERTY MANAGEMENT SELECTION PROCEDURES

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STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

A

To: Heads of Executive Branch State Agencies
From: Marc S. Ryan, Secretary
Office of Policy and Management
Date: July 26, 2002
Subject: Personal Service Agreement Standards and Procedures / Revised Guidelines

This letter supersedes the letter from Secretary Reginald L. Jones dated July 1, 1996, concerning Personal Service Agreements and Personal Service Contractors.

Attached are the revised standards and procedures for the approval of personal service agreements, the criteria for obtaining a waiver from the competitive solicitation process, personal service agreement activity reporting requirements, and the RFP process as they apply to the use of personal service contractors by Executive Branch Agencies.

Please read these revised standards and procedures carefully. The significant changes are outlined on the attached page.

All changes become effective on September 1, 2002. The new request forms must be used for all requests submitted on and after September 1, 2002.

The revised standards and procedures should be distributed to all appropriate staff. The standards and procedures are available online at www.opm.state.ct.us/mgmt/psa/psaguide.htm. Staff should be encouraged to download and retain the document for reference. The new forms are also available at that web address. For those who do not have access to the Internet, the documents can be provided on a floppy disk upon request.

Each agency currently has procedures for implementing OPM's Personal Service Agreement Standards and Procedures on file at OPM. At this time, please submit a memo indicating that the changes outlined in this document have been incorporated into your agency procedures. This memo should be addressed to John A. Mengacci, Under Secretary, Strategic Management Division, Office of Policy and Management, Hartford, CT 06106.

Questions on the revised standards and procedures or the personal service agreement approval process should be directed to Marianne Courchaine at (860) 418-6237.

c: Chief Fiscal Officers
Agency Fiscal Contacts

CHANGES OF NOTE:

| | |
|---------|---|
| Page 1 | Addition: Definition of an executed personal service agreement |
| Page 5 | Update: Justifications for waiving the competitive bidding process |
| Page 5 | New: Requirement for documentation of the process used to determine the rate to be paid to a contractor chosen through a non-competitive process |
| Page 9 | Update: Reporting requirements |
| Page 10 | New: Agency submittal of required reports |
| Page 11 | Update: RFP's must be advertised if estimated cost is more than \$50,000 |
| Page 12 | New: Required request form when fewer than three acceptable bids are received in response to an RFP, eliminating the requirement for copies of the RFP, advertisement, and mailing list |
| Page 13 | Update: Evaluations are to be completed for all personal service contractors and are to be kept in the agency contract file, eliminating the need for submission to OPM |
| Page 14 | New: Appendix section containing information on statutory references and other helpful information |
| Page 17 | New: Instructions on submitting request forms |
| Page 18 | New: Request for Personal Service Agreement Form |
| Page 19 | New: Request for Waiver from Competitive Solicitation Form |
| Page 20 | New: Request for Amendment Form |
| Page 21 | New: Fewer than three Acceptable Bids Received in Response to an RFP Form <i>This form must be signed by the Agency Head or Deputy</i> |
| Page 22 | New: Personal Service Contractor Evaluation Form |

Mail 15.

To: DPW Liaisons & Staff - see distribution list on page 2

From: David Busanet
DPW Procurement

Cc: Commissioner Anson, Deputy Commissioner Delahunty, Director of
Adm. & Risk Mgt. Ann Nichols and Chief Financial Officer Bruce
Cornish

DPW
FILL MET.
Aug 29 9 36 AM '02

Date: August 28, 2002

Subject: Changes to OPM's Personal Service Agreement Standards and Procedures
DPW Purchasing Manual Appendix H - Effective September 1, 2002

Please review these changes, replace Appendix H with the new guidelines and inform the staff in your division or unit of these changes. You should focus on pages 5, 11, 12 13, 17 and pages 18 through 22 for new and revised forms. Please remember to use the new and revised forms.

Changes are as follows:

- Page 1 The Glossary of Terms has been revised to include a new definition, "Executed Personal Service Agreement."
- Page 5 A new section title Overview has been added making revisions to the services that qualify for *waiver* from competitive bidding.
- Page 5 Services mandated by *legislation* must reference it.
- Page 5 There is a new requirement as a note, which requires the *documentation* of the process used to determine the *rate* to be paid a contractor chosen through a *non-competitive* process.
- Page 9 The agency is again required to *report* the PSA activities of the preceding 6 months to OPM by the end of January and July.
- Page 10 The agency is required to the use the provided *spreadsheet* as the means of reporting to OPM.
- Page 11 RFP's required to be *advertised* have changed from those estimated at \$20,000 to those \$50,000 or more.
- Page 11 *Minority* media must also be used for advertising.
- Page 12 When there are *fewer* than three bid responses to an RFP with a cost exceeding \$50,000 use the *new Form*.

- Page 12 Copies of RFP, ad or mailing lists are *no* longer to be submitted to OPM.
- Page 13 Evaluations must be completed for all PSA's and kept with the unit's PSA *Contract File*.
- Page 14 New Appendix
- Page 17 New section: Instructions for submitting request forms
- Page 18 New PSA Request Form, changed from \$20,000 to over \$50,000
- Page 19 Revised form: Waiver from Competitive Solicitation Form
- Page 20 Revised form: Request for Amendment Form
- Page 21 New form: Fewer than Three Acceptable Bids Received in Response to RFP Form
- Page 22 Revised form: PSA Evaluation form

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PERSONAL SERVICE AGREEMENTS

Standards and Procedures

for

Requests for Personal Service Agreements

Personal Service Agreement Reporting Requirements

Requests for Proposals

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Marc S. Ryan, Secretary

Pam Law, Deputy Secretary

STRATEGIC MANAGEMENT DIVISION

John A. Mengacci, Under Secretary

Effective September 1, 2002

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Statutory Basis

Connecticut General Statutes Sections 4-212 through 4-219 inclusive require that the Office of Policy and Management establish standards to be followed by executive branch agencies entering into personal service agreements. The attached document contains these standards.

Each executive branch agency has established written procedures for implementing the standards established by OPM. On and after July 1, 1994, no executive branch agency may execute a personal service agreement unless the Secretary of OPM has approved the procedures established by the agency.

Glossary of Terms

The following terms used in this document are defined as follows:

Executed Personal Service Agreement – a personal service agreement that has been signed by all parties, including the Office of the Attorney General, if applicable. No contractor should be working without an executed personal service agreement.

OPM - Office of Policy and Management

Personal service agreement - a written agreement defining the services or end product to be delivered by a personal service contractor to a state agency

Personal service contractor - any person, firm or corporation not employed by the state, who is hired by a state agency for a fee to provide services to the agency

The term personal service contractor does **not** include:

- a person, firm or corporation providing "contractual services," as defined in CGS Sec. 4a-50*
- a consultant, as defined in CGS Sec. 4b-55*
- a consultant, as defined in CGS Sec. 13b-20b*
- an agency of the federal government, of the state or of a political subdivision of the state

PSA – personal service agreement

Secretary - the Secretary of the Office of Policy and Management

State agency - a department, board, council, commission, institution or other agency of the executive department of state government

* Information on these statutory references can be found in the Appendix.

Evaluating the Need for a Personal Service Agreement

Before requesting the use of a personal service contractor, agencies are expected to consider alternatives such as:

- using agency staff
- requesting resources from other state agencies
- seeking non-compensated assistance from outside resources
- purchasing services on a cooperative basis with other state agencies

At times, the use of an outside personal service contractor may be specified by legislative mandate or by a federal agency.

The process for entering into a personal service agreement will depend on the dollar amount and the term of the proposed agreement. There are separate criteria for:

- agreements costing \$20,000 or less, and with a term of one year or less
- agreements costing over \$20,000 but \$50,000 or less, and with a term of one year or less
- agreements costing more than \$50,000
- agreements with a term of more than one year
- amendments
- bid solicitation that results in fewer than three acceptable bids

Personal Service Agreements with Individuals

Per Connecticut General Statutes Section 4a-7a(b) a personal service agreement between a state agency and an individual shall have a term of not more than one year. Note: Any such personal service agreement may be extended or renewed, for an unlimited term, provided the appropriate collective bargaining representative, the Commissioner of Administrative Services and the joint standing committee of the General Assembly having cognizance of matters relating to labor and public employees are notified of such extension and renewal.

Prior to contracting with an individual for personal services, an agency is responsible for determining if the characteristics of an employee/employer relationship exist. The Internal Revenue Service (IRS) has identified 20 factors that are used as guidelines to determine whether sufficient control is present to establish an employee/employer relationship. These IRS Common-law Rules are available in the Office of the State Comptroller Accounting Manual, Section 3.2 of Commitments, at [www.osc.state.ct.us/StateAcct/commitments/commitments.htm#COMMITMENT DOCUMENTS](http://www.osc.state.ct.us/StateAcct/commitments/commitments.htm#COMMITMENT_DOCUMENTS). If an individual does meet the characteristics of an employee, an agency should follow procedures for placing the individual on the agency payroll.

If the value of the PSA with an individual exceeds \$3,000 per fiscal year, the Department of Administrative Services (DAS) needs to determine if a waiver of the classified service is appropriate before the hiring of such individual.

If the individual is a State employee, in accordance with C.G.S. Section 5-208a, no state employee shall be compensated for services rendered to more than one state agency unless: the appointing authority of each agency or his designee certifies that the duties performed are outside the responsibility of the agency of principal employment; the hours worked at each agency are documented and reviewed to preclude duplicate payment; and no conflicts of interest exist between services performed.

Retired State Employees

Retired members of the State Employee Retirement System should not be placed on personal service agreements, they are to be placed on the regular payroll in 120 day positions. Retirees who are reemployed by the State can work no more than 120 working days in a calendar year without impairing their pension rights.

Code of Ethics for Public Officials and State Employees

The Guide to the Code of Ethics for Public Officials and State Employees issued by the Ethics Commission states that no former executive branch or quasi-public agency official or employee shall, for one year after leaving state service, represent anyone (other than the state) for compensation before the agency in which he or she was employed at the time of leaving state service, concerning any matter in which the state has a substantial interest. The Ethics Commission has established a policy to allow former state servants to enter into consulting and other employment contracts with their former agencies within the one-year period. Specifically, such conduct is permitted as long as the reemployment is at no greater pay level than the individual was receiving at the time of separation from state service plus necessary expenses.

Overview of the Review / Approval Process

Note: Personal Service Agreements with a cost of \$20,000 or less and a term of 1 year or less do not require review and approval by OPM.

The following situations require that request forms be submitted to OPM for review / approval before an agency can enter into a personal service agreement. Please remember that no contractor should be working without an executed personal service agreement.

Non-competitive agreements with a cost greater than \$20,000 require the submittal of the Request for Waiver from Competitive Solicitation form.

Agreements with a term of more than one year require the submittal of the Request for Personal Service Agreement form. If these agreements are non-competitive, the Request for Waiver from Competitive Solicitation form is also required.

Competitive agreements with a cost greater than \$50,000 require the submittal of the Request for Personal Service Agreement form.

Amendments to existing agreements require the submittal of the Request for Amendment form when:

- The cost of the original agreement was greater than \$50,000
- The amendment has a cost of one hundred percent or more of the cost of the original agreement
- The amendment increases the cost of the agreement to more than \$50,000
- The amendment extends the term of the agreement beyond one year
- The amendment is the second or subsequent amendment, regardless of cost

Requests must be complete when submitted. Incomplete requests will not be processed until all necessary information has been provided by the agency submitting the request.

The Office of Policy and Management shall approve or disapprove an agency's request within fifteen (15) business days after receipt of the request ***and all necessary supporting information/documentation***. If action is not taken within the fifteen (15) day period, the request is deemed to be approved.

All request forms are to be submitted to:

The Office of Policy and Management
Strategic Management Division – MS#54MGT
450 Capitol Avenue
Hartford, CT 06106

All Personal Service Agreements
Cost: \$20,000 or Less, Term: One Year or Less

Personal Service Agreements with a cost of \$20,000 or less and a term of one year or less do not require review and approval by OPM.

Competitive Personal Service Agreements
Cost: Over \$20,000 but Less than \$50,000, Term: One Year or Less

Personal Service Agreements with a cost over \$20,000 but less than \$50,000 and a term of one year or less that are the result of a competitive selection process do not require review and approval by OPM.

Waiver from Competitive Solicitation Requirement for Personal Service Agreements
Cost: Over \$20,000, Term: One Year or Less
Cost: Any, Term: More than One Year

If an agency determines that a non-competitive solicitation is necessary, it must apply to the Secretary of OPM for a waiver from the competitive requirement by submitting the Request for Waiver from Competitive Solicitation form. Non-competitive contracting can occur only if the Secretary grants the requested waiver.

Services that may qualify for a waiver from the competitive requirement are:

- services for which the cost to the state of a competitive selection procedure would outweigh the benefits of such procedure, as documented by the state agency
- services for which the contractor has proprietary or patent rights
- services that are to be provided by a contractor who is mandated by the general statutes or a public or special act (provide statutory reference)
- emergency services, including services needed for the protection of life or health
- services provided by a contractor who has special capability or unique experience

An agency must provide **detailed substantial justification** when requesting a non-competitive selection.

NOTE: Along with the justification for selecting a contractor through a non-competitive process, an agency must document the process used to determine the proposed rate that will be paid to the contractor.

As stated on page 2 of this document, Connecticut General Statutes Section 4a-7a(b) states that a personal service agreement between a state agency and an individual shall have a term of not more than one year. Note: Any such personal service agreement may be extended or renewed, for an unlimited term, provided the appropriate collective bargaining representative, the Commissioner of Administrative Services and the joint standing committee of the General Assembly having cognizance of matters relating to labor and public employees are notified of such extension and renewal.

All Personal Service Agreements
Cost: Over \$50,000, OR Term: Over One Year

No state agency may execute a personal service agreement having a cost of more than \$50,000 or a term of more than one year without the approval of the Secretary of OPM. Approval must be sought before the development of a Request for Proposal.

A state agency may apply for approval from the Secretary by submitting the following information to OPM on the Request for Personal Service Agreement form:

- whether the agency intends to secure the services through a competitive process (if non-competitive, a Request for Waiver from Competitive Selection must also be submitted)
- a description of the services to be purchased
- a description of the need for such services
- an estimate of the cost of the services
- the proposed term (start/end dates) of the agreement
- whether the services are to be on going
- whether the agency has contracted out for such services during the preceding two years and, if so,
 - the name of the contractor
 - term of the agreement with such contractor
 - the amount paid to the contractor
 - whether the services were obtained through a competitive process
- whether any other state agency has the resources to provide the services
- whether it is possible to purchase the services on a cooperative basis with other state agencies

As stated on page 2 of this document, Connecticut General Statutes Section 4a-7a(b) states that a personal service agreement between a state agency and an individual shall have a term of not more than one year. Note: Any such personal service agreement may be extended or renewed, for an unlimited term, provided the appropriate collective bargaining representative, the Commissioner of Administrative Services and the joint standing committee of the General Assembly having cognizance of matters relating to labor and public employees are notified of such extension and renewal.

Amendments to Personal Service Agreements

To amend a personal service agreement, an agency must request approval from OPM (Request for Amendment form) if:

- the cost of the original agreement was over \$50,000
- the amendment has a cost of one hundred per cent or more of the cost of the original agreement
- the amendment increases the cost of the agreement to more than fifty thousand dollars
- the amendment extends the term of the agreement beyond one year
- the amendment is the second or subsequent amendment regardless of cost

As stated on page 2 of this document, Connecticut General Statutes Section 4a-7a(b) states that a personal service agreement between a state agency and an individual shall have a term of not more than one year. Note: Any such personal service agreement may be extended or renewed, for an unlimited term, provided the appropriate collective bargaining representative, the Commissioner of Administrative Services and the joint standing committee of the General Assembly having cognizance of matters relating to labor and public employees are notified of such extension and renewal.

Reminders / Information to Keep in Mind when Completing PSA Requests

All personal service agreement request forms must be complete when submitted. Incomplete requests will not be processed until any requested information or clarification has been received from the agency.

OPM has 15 business days from the date a complete request is received in which to approve or disapprove the request. If additional information is requested from an agency, the 15-days do not begin until all additional information requested has been received by OPM.

OPM will not approve requests for retroactive personal service agreements. No contractor should be working without an executed PSA (signed by the Contractor, the Agency Head and the Attorney General's Office, if applicable). Requests should be submitted to OPM at least one month prior to the anticipated start date of a PSA.

If a PSA has expired, it cannot be amended. Review the status of your PSAs well in advance of the expiration date to determine the status and whether changes need to be made prior to the expiration date.

Provide a complete description of the services to be provided. Keep in mind that those reviewing your request may not be familiar with your program. Avoid using acronyms and technical terms without providing an explanation. Keep your explanation simple while providing enough information to give people an understanding of what will be done under the PSA.

Provide a complete explanation of the need for the services. If the services are required by statute, provide the statutory reference.

Provide an estimate of the cost of the PSA. This figure is a "not to exceed" figure. Also, provide the funding information (use account numbers, not word descriptions).

Regarding non-competitive PSAs, provide an explanation of any/all items checked on the form as justification. Provide as much information as possible. As competitive bidding is strongly recommended, the justification for a non-competitive PSA must be strong. If your reason for the non-competitive PSA is that the chosen contractor has special capability or unique experience, be sure to detail what makes this contractor uniquely qualified to perform these services.

Any question asked on the request forms must be answered. Not completing the form will result in processing delays.

Make sure the request form is signed before sending it to OPM for review.

Personal Service Agreement Reporting Requirements

I. PSAs with a Cost of \$20,000 or less and a term of one year or less PSAs that fall under CGS Sec. 4a-50, 4b-55 and 13b-20b PSAs with Federal or State Agencies

For personal service agreement that fall within the above listed categories, information on activity must be provided to OPM by the end of January and July of each year for the preceding 6 months.

The reporting requirements are:

1. For each personal service agreement that is executed during the 6-month period:

- the name of the personal service contractor
- a description of the services to be provided
- the term (start/end dates) of the agreement
- the cost of the agreement
- the method of selecting the contractor

2. For each personal service agreement that is in effect during the 6-month period:

- the amount of all payments made during the six-month period to the contractor, by funding source (agency/fund/SID)
- the amount of any federal or private funds allocated for such payments

II. PSAs with a Cost of more than \$20,000 but not more than \$50,000 and a Term of One Year of Less

For personal service agreements that fall within this category, the following information must be provided to OPM at the same time the PSA is submitted to the Commissioner of the Department of Administrative Services or to the Attorney General:

- the name of the personal service contractor
- a description of the services to be provided
- the term (start/end dates) of the agreement
- the cost of the agreement
- the method of selecting the contractor
- the state fund (agency/fund/SID) from which the contractor will be paid
- whether any federal or private funds will be allocated for such payments

Agency Submittal of Required Reports

Information on personal service agreement activity will be reported to OPM by means of a spreadsheet that OPM has distributed to all agencies.

OPM Submittal of Required Report on Personal Service Agreement Activity

OPM will compile the information submitted by agencies on a fiscal year basis and provide a report on personal service agreement activity to the General Assembly.

Any agency not submitting the required data will be listed as non-compliant in the report.

Key Elements of a Request for Proposal

For proposals that are to be competitively bid, a Request for Proposal (RFP) must be developed.

The RFP shall include, but not be limited to:

- an outline of the work to be performed
- the required minimum qualifications for the contractor
- criteria for review of proposals by the agency
- the format for proposals
- the deadline for submitting proposals

Advertising for Personal Service Contractors

Once the Request for Proposal is drawn up, an agency should contact its Affirmative Action Officer, Purchasing Officer or the Department of Administrative Services for a current listing of minority vendors and media. This list can be found at www.das.state.ct.us/Purchase/SetAside/SAPVendor.asp.

Potential bidders need to be made aware of the request for proposals. In cases of services estimated to cost more than \$50,000, agencies need to advertise in appropriate publications (including minority media) considering circulation volumes and geographic areas.

A sample advertisement:

REQUEST FOR PROPOSAL

The state of Connecticut (*insert Agency Name*) is seeking proposals from contractors for (*insert Project Name*). The intent of this request is to identify firms with the necessary expertise to (*insert a brief description of the purpose and scope of the service*).

(Optional) A Bidders' Conference will be held (*insert location, date, time*).

Copies of the Request for Proposal may be obtained from (*insert contact person, title, agency, address, telephone number*). Deadline for response submission is (*insert time, date*).

Agencies should distribute the RFP to those requesting copies as a result of advertisements and to those on an applicable agency bidders list. RFPs should also be distributed to small contractors and minority vendors listed by the agency's Affirmative Action Office, Purchasing Office or the Department of Administrative Services.

It is essential to avoid giving one contractor any advantage over others. The process for contractors to get their questions answered should be clearly described. Answer questions concerning the RFP in writing to all interested vendors or at the Bidders' Conference.

Information on the requirements of the Commission on Human Rights and Opportunities (CHRO) for RFPs and bids can be found on the CHRO website (www.state.ct.us/chro/).

Evaluating Proposals

Proposals are to be evaluated by a screening committee set up by the agency. The committee must use the criteria described in the RFP, and each committee member must use the same format for rating all the valid proposals received.

Selecting a Contractor

At the end of the rating, the screening committee creates a ranked list using the point value and other rating criteria. The names of the top three proposers are to be sent to the agency head, who will decide which contractor receives the contract.

Consultants not selected should be notified and thanked for their interest and participation.

Agencies should submit the Contract Award Notice (www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/aa-cc1.pdf) to CHRO once the award has been made.

Reminder – Agencies should be aware they should comply with small business and set aside programs found in CGS 4a-60g when entering into PSAs. Each state contract should contain the nondiscrimination provisions found in CGS 4a-60(a) and CGS 4a-60a(a).

* Information on these statutory references can be found in the Appendix.

Fewer than Three Acceptable Bids

If fewer than three proposals meeting the RFP requirements are received and the agency head selects a proposal with a cost exceeding \$50,000, the agency may not enter into a PSA with the contractor without written approval from the Secretary of OPM.

To obtain an approval, submit the Fewer than Three Acceptable Bids Received in Response to an RFP Form to OPM for review. The information provided on this form should show that the agency has taken all reasonable steps to obtain at least three bid proposals or to demonstrate that there are fewer than three qualified contractors available.

Managing Contracts

Agency management should assign a specific person to oversee each personal service agreement.

Responsibilities include but are not limited to:

- monitoring and reporting on the contractor's activities: work progress, costs to date, the current estimated completion date, problems encountered and solutions proposed
- assuring an adequate flow of accounting and program information
- ensuring appropriate agency assistance to the contractor
- keeping appropriate records to evaluate the contractor's performance
- completing the Personal Service Agreement Evaluation when the contract has been completed and making sure that it is included in the Agency contract file

Evaluating Personal Service Contractor Performance

Not later than 60 days after a personal service contractor completes work on a personal service agreement, the state agency shall prepare a written evaluation of the contractor's performance. These evaluations are to be kept as part of the agency contract file.

Please use the Personal Service Agreement Evaluation Form.

Appendix

Statutory References

CGS Sec. 4a-50 - contractual services are defined as any and all laundry and cleaning service; pest control service; janitorial service; security service; the rental and repair, or maintenance, of equipment, machinery and other state-owned personal property; advertising and photostating; mimeographing; and other service arrangements where the services are provided by persons other than state employees. [The term "other service arrangements" is interpreted to mean services of a non-advisory, non-planning or non-developmental nature.]

CGS Sec. 4a-60(a) – Nondiscrimination and affirmative action provisions in contracts

CGS Sec. 4a-60g - Set-aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations.

CGS Sec. 4a-60a(a) – Nondiscrimination on the basis of sexual orientation

CGS Sec. 4b-55 - consultant is defined as any architect, professional engineer, landscape architect, land surveyor, accountant, interior designer, environmental professional or construction administrator, who is registered or licensed to practice the profession for which such person is licensed or registered in accordance with the applicable provisions of the general statutes, or any planner, construction manager or financial specialist. [The use of the term consultant is interpreted to mean consultants to the Department of Public Works]

CGS Sec. 13b-20b - consultant is defined as any architect, professional engineer, landscape architect, land surveyor or accountant who is registered or licensed to practice his profession in accordance with the applicable provisions of the general statutes, any planner or any environmental, management or financial specialist [The use of the term consultant is interpreted to mean consultants to the Department of Transportation.]

Personal Service Agreements with Individuals

- Per Connecticut General Statutes Section 4a-7a(b) a personal service agreement between a state agency and an individual shall have a term of not more than one year. Note: Any such personal service agreement may be extended or renewed, for an unlimited term, provided the appropriate collective bargaining representative, the Commissioner of Administrative Services and the joint standing committee of the General Assembly having cognizance of matters relating to labor and public employees are notified of such extension and renewal.
- Prior to contracting with an individual for personal services, an agency is responsible for determining if the characteristics of an employee/employer relationship exist. The Internal Revenue Service (IRS) has identified 20 factors that are used as guidelines to determine whether sufficient control is present to establish an employee/employer relationship. These IRS Common-law Rules are available in the Office of the State Comptroller Accounting Manual, Section 3.2 of Commitments, at [www.osc.state.ct.us/StateAcct/commitments/commitments.htm#COMMITMENT DOCUMENTS](http://www.osc.state.ct.us/StateAcct/commitments/commitments.htm#COMMITMENT_DOCUMENTS). If an individual does meet the characteristics of an employee, an agency should follow procedures for placing the individual on the agency payroll.
- If the value of the PSA with an individual exceeds \$3,000 per fiscal year, the Department of Administrative Services (DAS) needs to determine if a waiver of the classified service is appropriate before the hiring of such individual.

- If the individual is a State employee, in accordance with C.G.S. Section 5-208a, no state employee shall be compensated for services rendered to more than one state agency unless: the appointing authority of each agency or his designee certifies that the duties performed are outside the responsibility of the agency of principal employment; the hours worked at each agency are documented and reviewed to preclude duplicate payment; and no conflicts of interest exist between services performed.

Retired State Employees

Retired members of the State Employee Retirement System should not be placed on personal service agreements, they are to be placed on the regular payroll in 120 day positions. Retirees who are reemployed by the State can work no more than 120 working days in a calendar year without impairing their pension rights.

Code of Ethics for Public Officials and State Employees

The Guide to the Code of Ethics for Public Officials and State Employees issued by the Ethics Commission states that no former executive branch or quasi-public agency official or employee shall, for one year after leaving state service, represent anyone (other than the state) for compensation before the agency in which he or she was employed at the time of leaving state service, concerning any matter in which the state has a substantial interest. The Ethics Commission has established a policy to allow former state servants to enter into consulting and other employment contracts with their former agencies within the one-year period. Specifically, such conduct is permitted as long as the reemployment is at no greater pay level than the individual was receiving at the time of separation from state service plus necessary expenses.

Contractors Should be Selected through a Competitive Process

All personal service agreements shall be based on competitive negotiation or competitive quotation whenever possible. If an agency decides to enter into a non-competitive personal service agreement that has a cost of more than \$20,000, the agency purchasing the services must apply to the Secretary of OPM for a waiver from such requirement. Non-competitive contracting can occur only if the Secretary grants the waiver request. (See the section of this document entitled Waivers from Competitive Solicitation on page 5 for further information.)

Requests Must Be Complete When Submitted to OPM

Requests for Personal Service Agreements shall be complete at the time of submission by an agency. Requests with incomplete information or documentation shall not be processed until all required information has been submitted by the agency.

OPM Must Take Action Within 15 Business Days

The Secretary shall approve or disapprove an agency's request for a personal service agreement within fifteen (15) business days after receipt of a complete request, including all necessary supporting information. If action is not taken within the fifteen (15) day period, the request is deemed to be approved.

Personal Service Contractor Evaluations

Not later than 60 days after a personal service contractor completes work on a personal service agreement the state agency shall prepare a written evaluation of the contractor's performance. These evaluations are to be kept as part of the agency contract file.

Please use the Personal Service Agreement Evaluation Form.

NEW PERSONAL SERVICE AGREEMENT REQUEST FORMS

The forms on the following pages are shown here only for demonstration / informational purposes.

The online versions of these forms, which should be used to submit requests, are located online at www.opm.state.ct.us/mgmt/psa/psaguide.htm.

Prior to completing any of the request forms, refer to the internal personal service agreement procedures established within your agency.

To submit a request for personal service agreement:

1. Fill out the request form on the computer.
2. Print the form.
3. Have the form signed by the appropriate person at your agency.
4. Forward all requests to:
The Office of Policy and Management
Strategic Management Division -- MS#54MGT
450 Capitol Avenue
Hartford, CT 06106

Description of the Forms

Request for Personal Service Agreement form – to be used for all proposed personal service agreements with an estimated cost of more than \$50,000 and for all agreements with a proposed term of more than one year, regardless of cost.

Request for Waiver from Competitive Solicitation – to be used for all proposed non-competitive agreements with a cost of more than \$20,000 and a term of one year or less, or for any agreement with a term of more than one year.

Request for Amendment form –to be used when requesting an amendment to an existing personal service agreement. The conditions for use are listed on the form.

Fewer than Three Acceptable Bids Received in Response to an RFP form –to be used to certify that appropriate steps were followed when conducting a competitive process to select a contractor.

Personal Service Contractor Evaluation form –to be used to evaluate contractor performance within 60 days of contract completion. This form is to be kept in the agency contract file.

FOR OPM USE ONLY

DATE RECEIVED

REQUEST FOR PERSONAL SERVICE AGREEMENT

Submit this form when requesting a personal service agreement with a cost greater than \$50,000
or a term greater than one year.

| | |
|---|------------------------|
| Agency Name/Address: | Date: |
| Requester's Name and Title: | Requester's Signature: |
| <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Secretary, Office of Policy & Management Date: | |

Type of Proposal: ☐ Competitive ☐ Non-Competitive*

Name and Address of Contractor:

Description of Services (Purpose, Scope, Activities, Outcomes):

Need for the Services:

Proposed Term of Contract (start/end dates):

Estimated Cost of Services: Account (agency/fund/SID):

Will the services (irrespective of vendor) be on going? ☐ Yes ☐ No

Has the agency contracted out for these services during the preceding two years? ☐ Yes ☐ No

If yes, provide the following information:

- Name of contractor:
- Term of agreement:
- Amount paid to contractor:
- Competitive or Non-competitive:

Do other state agencies have the resources to provide these services? ☐ Yes ☐ No

Can the services be purchased on a cooperative basis with other state agencies? ☐ Yes ☐ No

☐ Yes ☐ No Is this a PSA with an individual? (If yes, please refer to the information on PSAs with individuals on page 2 of the Personal Service Agreement Standards and Procedures)

Agency Contact:

Phone:

* If non-competitive, a Request for Waiver from Competitive Solicitation must be submitted along with this form.

Return this form to: Office of Policy and Management, Strategic Management Division – MS#54MGT,
450 Capitol Avenue, Hartford, CT 06106.

FOR OPM USE ONLY

DATE RECEIVED

REQUEST FOR WAIVER FROM COMPETITIVE SOLICITATION

This form is to be submitted for any non-competitive personal service agreement with a cost greater than \$20,000 (if the term of the agreement is one year or less) **or** for any non-competitive agreement with a term greater than one year.

| | |
|---|------------------------|
| Agency Name/Address: | Date: |
| Requester's Name and Title: | Requester's Signature: |
| <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Secretary, Office of Policy & Management Date: | |

Name and Address of Contractor:

Description of Services (Purpose, Scope, Activities, Outcomes):

Need for the Services:

Proposed Term of Contract (start/end date):

Estimated Cost of Services:

Account (agency/fund/SID):

Attach a separate sheet with information documenting the process used to determine the rate that will be paid to the contractor.

Acceptable criteria for requesting a non-competitive personal service agreement are listed below. Check all items that apply.

- ☐ The cost to the state of a competitive selection procedure would outweigh the benefits of such procedure (**documentation must be provided**)
- ☐ Proprietary services / patent rights
- ☐ Services to be provided by a **contractor** mandated by the general statutes or a public or special act (**provide specific reference**)
- ☐ Emergency services, including services needed for the protection of life or health
- ☐ Contractor has special capability or unique experience
- ☐ Other

Explain in detail any item checked above on a separate page. Attach supporting documentation.

☐ Yes ☐ No Is this a PSA with an individual? (If yes, please refer to the information on PSAs with individuals on page 2 of the Personal Service Agreement Standards and Procedures)

Agency Contact:

Phone:

Return this form to: Office of Policy and Management, Strategic Management Division – MS#54MGT,
450 Capitol Avenue, Hartford, CT 06106.

FOR OPM USE ONLY

DATE RECEIVED

REQUEST FOR AMENDMENT

This form is to be submitted when requesting an amendment to an existing
Personal Service Agreement (PSA).

| | | |
|--|--|------------------------|
| Agency Name/Address: | | Date: |
| Requester's Name and Title: | | Requester's Signature: |
| <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved | Secretary, Office of Policy & Management | Date: |

Name and Address of Contractor:

- ☐ Yes ☐ No Was the cost of the original PSA more than \$50,000?
☐ Yes ☐ No Is the cost of the amendment 100% or more of the cost of the original PSA?
☐ Yes ☐ No Does the amendment increase the cost of the PSA to more than \$50,000?
☐ Yes ☐ No Does the amendment extend the terms of the PSA beyond a one-year period?
☐ Yes ☐ No Is this the second or subsequent amendment to the PSA?

☐ Yes ☐ No Is this a PSA with an individual? (If yes, please refer to the information on extensions/renewals of PSAs with individuals on page 2 of the Personal Service Agreement Standards and Procedures)

Original Agreement: ☐ Competitive ☐ Non-Competitive

Description of Original Services (Purpose, Scope, Activities, Outcomes):

Term of Original Contract (start/end date):

Term of this Amendment (start/end date):

Cost of Original Services:

Account (agency/fund/SID):

Cost of this Amendment:

Account (agency/fund/SID):

Cost of Prior Amendments:

Total Cost of Amended Services (original cost plus cost of all amendments):

Number of prior amendments:

Description of services to be covered by this amendment (Purpose, Scope, Activities, Outcomes):

Need for the amendment:

Reasons why a new RFP and Personal Service Agreement are not needed:

Agency Contact:

Phone:

Return this form to: Office of Policy and Management, Strategic Management Division – MS#54MGT,
450 Capitol Avenue, Hartford, CT 06106.

FOR OPM USE ONLY

DATE RECEIVED

FEWER THAN THREE ACCEPTABLE BIDS RECEIVED IN RESPONSE TO RFP
REQUEST FOR NON-COMPETITIVE PERSONAL SERVICE AGREEMENT

This form is to be submitted if the cost of a personal service agreement exceeds \$50,000 and fewer than three acceptable bids were received in response to an RFP.

Either the Agency Head or the Deputy must sign this form.

| | |
|---|------------------------|
| Agency Name/Address: | Date: |
| Requester's Name and Title: | Requester's Signature: |
| <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Secretary, Office of Policy & Management Date: | |

Name and Address of Contractor:

Description of Services (Purpose, Scope, Activities, Outcomes):

Need for the Services:

Proposed Term of Contract (start/end date):

Estimated Cost of Services: Account (agency/fund/SID):

☐ Yes ☐ No Is this a PSA with an individual?
If yes, please refer to the information on PSAs with individuals on page 2 of the Personal Service Agreement Standards and Procedures)

☐ Yes ☐ No A request to bid was approved by OPM (Request for Personal Service Agreement)
If yes, attach a copy of the approval
If no, explain why not

☐ Yes ☐ No The RFP was advertised in appropriate publications
If yes, provide Names of Publications
Dates advertisement was published
If no, provide Reasons why advertising did not take place

Agency Contact:

Phone:

Return this form to: Office of Policy and Management, Strategic Management Division – MS#54MGT,
450 Capitol Avenue, Hartford, CT 06106.

PERSONAL SERVICE CONTRACTOR EVALUATION

Date:

Agency Contract Manager:

Phone:

Name and Address of Contractor:

Contract Identification:

Competitive: ☐ Yes ☐ No

Contract Term (start/end dates):

Description of Services (Purpose, Scope, Activities, Outcomes):

Performance Rating (use a scale of 1 to 5. 1 - very satisfied / 5 - very dissatisfied)

- ☐ Contractor fulfilled the contractual responsibilities
- ☐ Contractor's staff were qualified as represented
- ☐ Contractor completed work on time
- ☐ Contractor kept to the cost estimate
- ☐ Contractor adhered to the project scope
- ☐ Contract objectives were achieved
- ☐ Contractor was easy to work with and was cooperative
- ☐ Contractor was flexible
- ☐ Final Report was clear and submitted on time

Cost of Services:

Account(agency/fund/SID):

If the service was not completed on time, describe the reasons and any additional incurred costs:

Describe any contract provisions that were unfulfilled or violated by the contractor:

Additional comments:

Evaluator's Name and Title:

Evaluator's Signature:

This form should be completed within 60 days of the contract end date and placed in the Agency contract file.

RESPONSIBILITY ASSIGNMENT LIST

| <u>Procedure Step</u> | <u>Responsibility of</u> |
|--|---------------------------------|
| 1. Determining the true need for an outside consultant | Requesting Unit |
| 2. Obtaining necessary OPM approval | Requesting Unit/Purchasing Unit |
| 3. Developing an RFP | Requesting Unit |
| 4. Advertising | Requesting Unit/Purchasing Unit |
| 5. Bidders' Conference (when needed) | Requesting Unit |
| 6. Screening Committee (for RFP evaluation) | Requesting Unit |
| 7. Non-competitive procurement situations | Requesting Unit/Purchasing Unit |
| 8. Contract preparation | Requesting Unit/Purchasing Unit |
| 9. Contract Amendment situations | Requesting Unit/Purchasing Unit |
| 10. Monitoring the consulting activity | Requesting Unit |
| 11. Evaluating the consultant's performance | Requesting Unit/Purchasing Unit |
| 12. Documentation of the entire project | Requesting Unit |
| 13. Reporting | Purchasing Unit |

DRAFT

B

7/03

PROPERTY MANAGEMENT SELECTION PROCEDURES

The procedures detailed below, unless otherwise specified, are performed by or under the direction of the Chairperson of the Property Management Selection Committee.

1. Request for consultant services form is prepared and sent to OPM 3 months before the start date of property management services. OPM approval must be received prior to consummating a contract (PSA) with a vendor.
2. Concurrent with #1 above, prepare 1) newspaper advertisement indicating the availability of an RFP for property management services; and 2) a boilerplate RFP specifying the subject location, contract period, mandatory walk-through date, deadline for written questions, and proposal due date.
3. Upon receipt of the written proposals, they are delivered to the Property Management Selection Committee (Committee) members, as constituted by a prior activity. Committee members are to independently review and score each proposal, using the provided Property Management Selection Scoresheet and Reviewer Notes forms.
4. The Committee convenes at a designated time for the oral presentation phase of the selection process. The forms indicated in #3 above are completed and at the end of the oral presentation process are turned in to the Chairperson for compilation, review, and group discussion. The Chairperson will facilitate discussion when any grade spread is more than one point (A-C) and anytime there is an F. Committee members can subsequently change any score and initial this on the Chairperson's summary sheet. The Chairperson is non-voting.
5. The Chairperson subsequently adds to the Summary of Scoring Results Selection form scores for past performance and cost per established protocol detailed on the Property Management Selection Scoresheet. The combined results (written proposal, oral presentation, past performance and cost) are summarized on the Property Management Scoring Results form. This form, fronting all supporting backup documentation, is submitted to the Commissioner with the hiring recommendation.
6. Upon selection by the Commissioner, the awarded vendor consummates a boilerplate contract (PSA) with the Agency.

By Matt Buczacki

PROPERTY MANAGEMENT SELECTION

Proposal for the evaluation
of the property management
firms and reorganization of
the selection committee.

Chairperson
(non-voting)
DPW Finance dept

Administrative and reporting functions
maintains consistent standards and compiles scores
Factors COST into selection recommendation

DPW PROP MMT DEPT

Rotation of dept members
(3)

DPW FACILITIES MMT

Rotation of facilities staff
(approx. 20)

DAS

Designated by DAS

TENANT AGENCY

Primary agency in facility

TENANT AGENCY
(IF APPLICABLE)

Secondary agency in facility

Scoring of written and oral elements of RFP
sign-off on recommendations
4-5 SCORING MEMBERS

| | |
|--------------------|--------|
| WRITTEN SUBMISSION | (25%) |
| ORAL PRESENTATION | (25%) |
| PERFORMANCE | (20%) |
| COST (BID) | (30%) |
| TOTAL | (100%) |

INITIATIVES REQUIRED:

- (1) Modify RFP to specify staffing requirements
- (2) Review RFP and contract with DAS
- (3) Development of performance criteria.

Confirmed Selection Panel for 505 Hudson Street & 410-474 Capitol Avenue 10/9/03

155,264 sq.ft.

505 Hudson Street

1. Matt Buczacki, Chairperson (non-scoring)
2. Jacquelyn Brown, DPW
3. Marilyn Bantz, DPW
4. Tina Costanza, DAS
5. Dick Grossman, DCF

431,000

410-474 Capitol Avenue

1. Matt Buczacki
2. Manuel Becerra, DPW
3. Donna Baisley, DPW
4. Tina Costanza, DAS
5. Catherine Kennelly, DPH
6. Patrick O'Brien, OPM

Distribution via e-mail to:

M. Buczacki

M. Becerra

L. Rogers

2003 RFP/PSA CHECK LIST

DATE COMPLETED

LOCATION: _____

1. Notification from Matt Buczacki with dates and square footage _____
2. Do Advertisements and send e-mail to Matt Buczacki for approval. _____
3. Do a purchase requisition and send to Procurement. _____
- 3 a. Do e-mail w/ad to procurement and Pat Nolan** _____
- 3 b. Call each liaison representative to let them know the ad is out .** _____
4. Send Property Management Cost Calculation (staffing requirements) form to Donna B to fill in hr/wk & check type of staff required. _____
5. Do the RFP and e-mail to Matt. Buczacki. Make sure Donna's Form for the staffing requirement is included in the RFP. _____
- 5a. Request standard wage rates for hand-out at walkthrough (from CT DOL 10 days before ad appears in newspapers)** _____
6. When Matt approves RFP, send e-mail to Pat Nolan asking that it be posted to our web-site (along with the ad), then make copies for pick-up (These copies can also be taken to the Walk-thru.) _____
7. Have Sign In Sheet ready to go for Monday Morn. as people pick up RFP's. _____
8. Selection Committee Identified (check with Donna/Matt/Manny) (Make sure to include people from largest Agency w/in property.) _____
9. Send agenda with interview schedule to each selection committee member. _____
10. Prepare walk-thru Sign-in sheets and extra copies of RFP and Give to whoever is doing the walk-thru. Also provide approved Budget (either from last billing package or yearly budget). _____
11. Collect the Proposals and give one copy of each vendor to the selection Committee using the Rotation list. Also include the oral questions; Property Management Selection Scoresheet; and the Reviewer's notes. _____
- 11 Set up interview schedule and send copy of oral questions to each Management company. _____
- 11 a. Call and let the management company person know the interview date and time.** _____
12. Matt will score and tally the sheets, meet with Manny and Commissioner, a decision will be made, and then mailing out of the rejection notices. _____
- 13 Matt and Claire will finish the PSA with approval letter. _____
14. E-mail Pat Nolan when ad should come off website. _____

*SEE 11/21/03 EMAIL RE
PROPOSAL PROCESSING*

Matt Buczacki

From: Linda Rogers [linda.rogers@po.state.ct.us]
ent: Friday, November 21, 2003 3:06 PM
To: Matt Buczacki
Cc: Donna Baisley
Subject: RFP/PSA Check List

Importance: High



RFP-PSA CHECK LIST
Blank.doc

Here is what you asked for.

Linda Rogers

I had started putting together a procedure package, but I think you had said you had already put one together. I had not been locking up the proposals, but I will starting today put them in Donna's office and lock the door. I put the time they arrive and the date on the outside of the package. The next day (or Monday) I send out to the interviewers with a copy of scoresheet, oral questions, RFP, Ad, Addendum (if applicable) and handout from walk-through. I also try to set up the interview date(s) at the same time so they will have a schedule and date to mark on their calendars. If not, then by the end of the week I'll have everything in place.

Linda Rogers.

1099 12/14

REQUEST FOR PERSONAL SERVICE AGREEMENT

OPM Form/Rev. 01-13-03

C

RESERVED FOR OPM USE

Submit this form when requesting a personal service agreement with a cost greater than \$50,000 or a term greater than one year.

Return completed form to:

Office of Policy and Management, Strategic Management Division – MS# 54MGT,
450 Capitol Avenue, Hartford, CT 06106

Date Rec'd _____

Log # _____

C/O Date _____

IMPORTANT NOTE: A State Ethics Commission policy has been established to allow former state employees or "retirees" to enter into consulting and other employment contracts with their former agencies within the one-year period. Specifically, such conduct is permitted, as long as the re-employment is at no greater pay level than the individual was receiving at the time of separation from state service plus fringe benefits and necessary expenses. Agencies are advised to directly consult with the Comptroller's Office for their current calculation of the value of full-time state employee's fringe benefits in percentage terms. Agencies should also be mindful that 120 day workers are considered state employees for purposes of the Code of Ethics and therefore subject to a one year restriction for a year after completing their 120 day service. See State Ethics Commission Advisory Opinions 89-25 (Amended) and 98-21.

☐ Yes ☐ No ☒ N/A This contract is in full compliance with the State Ethics Commission policy regarding re-employment.

| | | |
|--|----------------------------|--|
| Agency Name & Address: Department of Public Works, 165 Capitol Avenue, Room 216, Hartford, CT | | Date: 10/20/03 |
| Requester's Name & Title: James T. Fleming, Commissioner | | Requester's Signature: <i>James T. Fleming</i> 10.23.07 |
| Agency Contact & Phone No.: Dottie Barksdale/Matt Buczacki 713-5778/5759 | | OPM Budget's Signature: |
| <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved | OPM Secretary's Signature: | Date: |

- ☐ Yes ☒ No Is this PSA with an individual? If yes, see *Personal Service Agreement Guidelines* (page 2).
- ☐ Yes ☒ No Do other state agencies have the resources to provide these services?
- ☐ Yes ☒ No Can the services be purchased on a cooperative basis with other state agencies?
- ☒ Yes ☐ No Will the services (irrespective of contractor) be ongoing?

☒ Yes ☐ No Has the agency contracted out for these services during the preceding two years?

If yes, provide the following information about the previous contract:

- Type of Proposal: ☒ Competitive ☐ Non-Competitive
- Name of Contractor: Servus Management Corp.
- Term of Contract: 12/1/98 – 11/30/03
- Cost of Services: \$8,354,000 est.

Current Proposal: ☒ Competitive ☐ Non-Competitive

If non-competitive, submit a "Request for Waiver from Competitive Solicitation" along with this form.

Name and Address of Contractor: RFP is in process. Selection will be a competitive process.

Description of Services (Purpose, Scope, Activities, Outcomes): Property management services for 410-474 Capitol Avenue, Hartford. The property consists of approximately 408,000 square feet of buildings and 23 acres of parking and grounds. The property manager, with the oversight of the Department of Public Works, will contract for and coordinate the provision of the following services: 1) mechanical systems maintenance; 2) physical maintenance; 3) custodial services, including trash and recycling; 4) maintenance of building utility systems; 5) tenant relations and; 6) safety and security programs. The expenditure calculations are maximum forecasted estimates and include operating expenses and potential capital improvement costs passed through the property manager. Actual expenses less than these estimates will not harm the State. Individual annual budgets and subsequent purchase requests exceeding \$2,500 are approved by the State. All property management contracts are subject to amendment and 30 day cancellation by the State.

Need for the Services: See above.

Proposed Term of Contract (start/end dates): 12/1/03 – 11/30/08

Estimated Cost of Services: \$11,000,000 (\$2,200,000/yr. x 5 years)

Account (agency/fund/SID): 1326/000/002

Public Notices

NEW BRITAIN

ATTENTION: GENERAL CONTRACTORS

INVITATION TO BID

MOUNT PLEASANT STEAM BOILER REPLACEMENT

CENTRAL CONNECTICUT AREA

1. **THE HOUSING AUTHORITY of the CITY of NEW BRITAIN** (Housing Authority) will receive sealed bids, in **TRIPlicate**, for replacement of steam boilers at its Mount Pleasant housing development in New Britain, CT.

2. The work generally consists of replacement of two steam-fired boilers, domestic hot water heaters, tanks and installation of new valves at buildings #28 and #29 (110-146 Bond Street and 150-194 Bond Street) in this federally funded, family development.

3. All bids shall be clearly marked "Mount Pleasant Steam Boiler Replacement", delivered to the Authority Offices by mail or courier, and time and date stamped upon receipt. Bids will be received until October 16, 2003 at 2:00 P.M. at the office of the Housing Authority, 34 Marimac Road, New Britain, CT 06053, at which time they will be publicly opened and read aloud.

4. There will be a pre-bid walk thru on October 2, 2003 at 10:00 A.M. at the project site. Interested bidders should attend this meeting to understand and clarify the scope of work and intent of bid documents. Any bidder, who is not in attendance at this meeting, will be held responsible for understanding the extent and scope of work and the contract.

5. Bid forms and contract documents are on file as of 12 noon, September 15, 2003 at the Housing Authority Office. Copies of these documents may be obtained by depositing a \$50.00 check (**CHECK ONLY, NO CASH**) made payable to **The Housing Authority of the City of New Britain** for each set of documents so obtained. Such deposit will be non-refundable.

6. Each bidder is required to submit with their bid a bid guarantee of not less than 5% of the amount of the bid in the form of a certified check or bank draft, U.S. Government Bonds at par value, an irrevocable letter of credit or a bid bond secured by a surety company.

7. The successful bidder will be required to furnish a performance and payment bond for 100% of the contract price; or a 20% cash escrow; or a 25% irrevocable letter of credit. The surety must be a guarantee or surety company acceptable to the Housing Authority and licensed to provide sureties in the State of Connecticut. Individual sureties will not be considered.

8. The Housing Authority reserves the right to reject any or all bids or to waive any informality in the bidding. No bid shall be withdrawn for a period of 90 days subsequent to the opening of bids without the consent of the Housing Authority.

The Housing Authority of the City of New Britain is an Equal Opportunity / Affirmative Action Employer and conducts its business in accordance with all Federal, State and Local laws, regulations and guidelines. Small, Minority, Women Business Enterprises and Disabled are encouraged to participate in this process.

HOUSING AUTHORITY of the CITY of NEW BRITAIN
Mr. Paul S. Vayer, Executive Director

HARTFORD

LEGAL NOTICE TO FIRMS REQUEST FOR BIDS

Connecticut Resources Recovery Authority

The Connecticut Resources Recovery Authority ("CRRA") is seeking bids from qualified contractors to perform the 2004 and 2005 annual air emissions performance testing at the Power Block Facility (part of the Mid-Connecticut Resource Recovery Facility). The air emissions performance testing must be performed in accordance with Section 22a-174-38 of the Regulations of Connecticut State Agencies. The Power Block Facility is located at Gate 20, Reserve Road (South Meadows Station), Hartford, Connecticut.

There will be a mandatory pre-bid conference and tour of the site for all prospective bidders on Wednesday, October 1, 2003 at 10:00 a.m., Eastern Time. Any prospective bidder intending to participate in the pre-bid conference and tour must contact Steven Yates ((860)757-7726) at least 24 hours in advance of the pre-bid conference and tour.

Sealed bids will be received at the offices of CRRA, 100 Constitution Plaza, 17th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Thursday, October 23, 2003. Bids received after the time and date set forth above shall be rejected. Bids will be opened privately on or after the bid due date.

Bid package documents may be obtained by interested contractors beginning Monday, September 22, 2003. They will be available at the main receptionist desk at CRRA's office (at the address above) during normal office hours, 8:30 A.M. to 5:00 P.M., Monday through Friday. The documents may also be obtained by writing to CRRA at the address above to the attention of Steven Yates.

For additional information about CRRA, visit our website at www.crta.org.

CONNECTICUT

INVITATION TO SUBMIT LEASE PROPOSAL

The State of Connecticut, Department of Public Works, will accept lease proposals / site offerings from property owners or their representatives through 4 p.m. October 14, 2003 to lease on-site, non-assigned, paved and lighted parking for, approximately seventy (70) cars in Bridgeport for use and occupancy by the Judicial Department for a term of five (5) years, with one or two five-year renewal options. Offers from option holders cannot be considered. The premises must be in compliance with all of the Americans with Disabilities Act regulations, and must be accessible to handicapped individuals and public transportation.

Proposals should be addressed exclusively to:

State of Connecticut
Department of Public Works
State Office Building
165 Capital Avenue - Room G-9-A
Hartford, CT 06106

ATTENTION: DPW Bidding & Contracts Unit
Solicitation Number: **LP 03-20**
(Only one copy is to be submitted)

Proposals must be submitted using the State of Connecticut "Proposal to Lease" form which can be obtained by calling (860) 713-5600. The submission of a proposal shall not bind the State, nor does it constitute a competitive bid. The right is reserved to reject any and all proposals not in the best interest of the State of Connecticut. Faxed proposals are not acceptable.

State of Connecticut
Department of Public Works
James T. Fleming, Acting Commissioner

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC WORKS

Request for proposals for the management and operation of 505 Hudson Street, Hartford, CT

The Department of Public Works (DPW) is requesting proposals for the management and operation of 505 Hudson Street, Hartford, CT. The property consists of 157,500 square feet of building and 3 acres of parking and grounds. DPW seeks a firm with proven experience in managing a building of approximately 200,000 square feet.

Copies of the request for proposals may be obtained at the Department of Public Works, Facilities Management, 165 Capitol Avenue, Room G-4, Hartford, CT, or obtain an electronic copy of both the Ad and RFP at our website, www.CT.gov/dpw, under Legal Notices.

A bidders conference will be held on Wednesday, October 8, 2003 at 11:30 a.m. at 505 Hudson Street, Hartford, CT. Attendance is mandatory for all prospective bidders.

All proposals must be received no later than 3:00 p.m. on Friday, October 24, 2003 at the following address:

RFP #18
Linda Rogers
State of Connecticut
Department of Public Works
State Office Building, Room G-4
Hartford, CT 06106

Responses must include the RFP number and the name of response on the envelope to ensure proper handling by the Facilities Management Unit.

The Department of Public Works reserves the right to reject any or all proposals.

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC WORKS

Request for proposals for the management and operation of 410-474 Capitol Avenue, Hartford, CT

The Department of Public Works (DPW) is requesting proposals for the management and operation of 410-474 Capitol Avenue, Hartford, CT. The property consists of 408,000 square feet of buildings and 23 acres of parking and grounds. DPW seeks a firm with proven experience in managing a building of approximately 500,000 square feet.

Copies of the request for proposals may be obtained at the Department of Public Works, Facilities Management, 165 Capitol Avenue, Room G-4, Hartford, CT, or obtain an electronic copy of both the Ad and RFP at our website, www.CT.gov/dpw, under Legal Notices.

A bidders conference will be held on Wednesday, October 8, 2003 at 10:00 a.m. at 410-474 Capitol Avenue, Hartford, CT. Attendance is mandatory for all prospective bidders.

All proposals must be received no later than 3:00 p.m. on Friday, October 24, 2003 at the following address:

RFP #17
Linda Rogers
State of Connecticut
Department of Public Works
State Office Building, Room G-4
Hartford, CT 06106

Responses must include the RFP number and the name of response on the envelope to ensure proper handling by the Facilities Management Unit.

The Department of Public Works reserves the right to reject any or all proposals.

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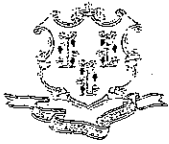
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STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS



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September 25, 2003

James T. Fleming
Commissioner

Dear Prospective Property Manager:

Thank you for your interest in managing the property located at 410-474 Capitol Avenue, Hartford. The attached request for proposal (RFP) will assist you in the preparation of a proposal to be presented to the Department of Public Works.

The RFP is structured as follows:

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| I. Introduction | 1 |
| II. General proposal requirements | 1&2 |
| A. Overall management services | 2 |
| B. Overall building operation activities | 2 |
| C. Overall accounting program | 2 |
| III. Specific proposal requirements | 2&3 |
| IV. Instructions to vendors | 3&4 |
| V. Conditions and Exhibits A and B (Sample Contract) | 4-13 |
| VI. Evaluation of proposals | 14 |
| VII. Rights reserved to the State | 14 |
| VIII. Property Management Cost Calculation (Exhibit C) | 15-17 |

Please be reminded that the deadline for receipt of proposals is October 24, 2003 at 3:00 p.m. No late proposals will be accepted. Also, please remember that a mandatory bidders conference will be held on Wednesday, October 8, 2003, at 10:00 a.m.

If you have any question, please contact Donna Baisley at 713-5688.

Sincerely,

Matt Buczacki,
Fiscal Administrative Manager

**REQUEST FOR PROPOSAL
DEPARTMENT OF PUBLIC WORKS**

**410-474 Capitol Avenue
Hartford, CT**

I. INTRODUCTION

The State of Connecticut, Department of Public Works wishes to engage the services of a property management firm to provide total 24 hour, 7 days/week, 365 days/year building operation and maintenance services which consisting of 408,000 square feet of office buildings and, 23 acres of parking and grounds. The contract will be for a five (5) year term commencing 12-1-03.

This request for proposal will be accepted for the overall management and operation, including its physical and operational components.

The basis for awarding the contract will include but not limited to:

1. Background and experience of the firm;
2. Management fees and staffing costs;
3. Firm's commitment to the State of Connecticut's policy concerning minority/women business enterprises and plan for involvement in all contracted and supplier services and building operations staff;
4. See Section VI. Evaluation of Proposals for more detail.

II. GENERAL PROPOSAL REQUIREMENTS

Note: For all items in this section, refer to condition section for requirements governing the selection and purchase of related services and required reporting.

Please explain how your firm will supply the following management services to 410-474 Capitol Avenue, Hartford.

A. OVERALL MANAGEMENT SERVICES

1. Provide twenty-four (24) hours, 7 days/week, 365-days/year supervision of the property including extraordinary and regular maintenance and repair.
2. Specification development, selection, supervision and quality control reporting of all contracted services [i.e., janitorial (including day porter service), rubbish removal and recycling (in accordance with State regulations), HVAC, plumbing, on site security, parking allocation and control, electrical, snow and ice removal, landscaping, pest control, etc.]
3. Specification development, selection, supervision and quality control reporting of physical plant contractors (mechanical and structural maintenance and repairs, window replacement/cleaning, emergency needs etc.).

A. OVERALL MANAGEMENT SERVICES (Continued)

4. Planning and supervision of all capital and tenant improvements, including construction management.
5. Full financial services, including accounting, budget planning and administration, and monthly operating reports.
6. Tenant relations, including service requests.
7. A complete building operation procedures manual, including Tenant Handbook (as per DPW format) for operational and tenant use.
8. Telecommunications management, including wiring standards.
9. Inventory management of furniture, workstations, and equipment.
10. Compliance with Federal, State and municipal laws, ordinances, rules, regulations and orders relative to property environmental and health and safety matters.

B. OVERALL BUILDING OPERATION ACTIVITIES

1. Preventative maintenance and scheduling. Include testing and task frequency schedules.
2. Emergency services (the selected firm must have staff available on a twenty-four (24) hour basis).
3. Basic/general repair and maintenance program in the following areas:
 - HVAC services/materials/supplies
 - Locksmith services
 - Plumbing services
 - Glass replacement
 - Electrical
 - General trades(masons, carpenters, painters, etc)
4. Energy conservation/maintenance.
5. Building code, fire and public safety coordination (i.e., fire drills, evacuation plans). NOTE: Firm will be required to designate a safety program officer responsible for the above, building code compliance and inspections, organization of a safety committee and accident reporting. Firm must maintain (1) a material safety data program for chemicals used on site, (2) an employee safety training program and (3) a disaster plan.

C. OVERALL ACCOUNTING PROGRAM

1. Plan for tracking and monthly reporting of expenses.
2. Plan for annual operating budget preparation.

III. SPECIFIC PROPOSAL REQUIREMENTS

1. Identification of firm submitting the proposal (list all principals and their percentage of ownership). If a corporation, submit current corporate record, print-out from Secretary of State's Office.
2. Table of organization of the firm.

III. SPECIFIC PROPOSAL REQUIREMENTS (Continued)

3. Project Team: Brief profile of persons responsible for the performance of the assignment (i.e. **A.** Day to day administrative, operations, tenant work and accounting. **B.** Technical structure, mechanical, electrical, environmental, etc.) If you propose to subcontract any of the management services to another firm-provide the name of the firm and details regarding the arrangement.
4. Background and experience of the firm.
5. Cost Calculation:
 - A. Specify your firm's annual management fee required for management services for the term of the contract. The management fee should include the firm's expected profit, cost of money, executive and back office support, dispatch and work order systems, etc.
 - B. Specify your firm's staffing costs for the positions indicated and defined in Exhibit C. The hourly and annual cost calculations must include salaries, fringe benefits and, as applicable, uniforms and the base cost for cell phone, beepers, etc. attributable to the subject property. The cost of any paid leave time for holidays and vacation, sick or personal leave is not billable and is to be included in the fringe benefit cost. Include any projected increases in the out year cost calculations (years 2-5). As applicable, staffing costs must be in compliance with Public Act 99-142 "An Act Setting Standard Wage Rates for Certain Service Workers". NOTE: No profit and overhead mark-up to staffing costs for regularly scheduled employees is permitted.

Complete and return the cost calculation form (Exhibit C) with your proposal.

6. Modifications to the staffing requirements shall be at the State's discretion. Reduction or increases to required staffing shall be priced as per submitted rates.
7. Statement regarding firm's overall management philosophy.
8. A statement that all principals of the firm submitting the proposal have read the Proposal Guidelines and terms and conditions of the RFP.
9. List of references and properties managed of comparable size.
10. Evidence of insurance must be submitted with your proposal.

IV. INSTRUCTIONS TO VENDORS

1. Questions regarding the RFP must be submitted in writing by Monday October 6, 2003.
2. A Bidders Conference is scheduled for Wednesday, October 8, 2003 at 10:00 a.m.. Attendance is mandatory for all prospective bidders.
3. Bidders may be requested to meet with the screening committee to review their proposal in detail.
4. All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.

IV. INSTRUCTIONS TO VENDORS (Continued)

5. Delivery of Responses - RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. The name and address of the vendor must appear on the envelope.
6. Structure of Response - Vendors must structure the response as outlined in this RFP.
7. Signature and Responsible Persons - The Proposal must be signed by an authorized official. The Proposal must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the company, and for those who may be contacted for the purpose of clarifying the information provided.
8. Proposals must be received by Friday, October 24, 2003 no later than 3:00 p.m., at the Department of Public Works, Facilities Management, Room G-4, 165 Capitol Avenue, Hartford, Connecticut.

NOTE: THE DEPARTMENT OF PUBLIC WORKS WILL REJECT PROPOSALS WHICH ARE SUBSTANTIALLY INCOMPLETE, AND WILL NOT ALLOW THE SUBMISSION OF ANY ADDITIONAL WRITTEN INFORMATION AFTER THE RFP DEADLINE.

9. Please submit six copies of your proposal.

THE DEPARTMENT OF PUBLIC WORKS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

V. CONDITIONS

Any prospective contractors must be willing to adhere to the following conditions and must positively state them in the proposal:

1. Acceptance or Rejection by the State - The State reserves the right to accept any or all Proposals submitted for consideration.
2. Conformance with Statutes - Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. Ownership of Proposals - All Proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-19 of the Connecticut General Statutes (Re: Freedom of Information).
4. Oral Agreements - Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
5. Amending or Canceling Requests - The State reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interests of the agency and the State.

V. CONDITIONS (Continued)

6. Rejection for Default or Misrepresentation - The State reserves the right to reject the Proposal of any vendor which is in default of any prior contract or for misrepresentation.
7. State's Clerical Errors in Awards - The state reserves the right to correct inaccurate awards resulting from its clerical errors
8. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
9. Vendors Presentation of Supporting Evidence - A vendor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposals.
10. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
11. Collusion - By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the vendor's proposal preparation.
12. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.
Regulations of Connecticut State Agencies section 4-114a-3(101) requires agencies to consider the following factors when awarding a contract which is subject to contract compliance requirements:
 - (a) the bidder's success in implementing an affirmative action plan;
 - (b) the bidder's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
 - (c) bidder's promise to develop and implement a successful affirmative action plan;
 - (d) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and,
 - (e) the bidder's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises. (see CGS 31 - 9e)

A "Notification to Bidders" form is attached, which should be read and signed by the bidder.

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and, when the awarding agency is the state Section 46a-71 (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-114a-1 et. Seq. Of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-11a and 46a-71 9d) of the Connecticut General Statutes.

According to Section 4-114a-3 (9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in sub-section (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans ... (2) Hispanic Americans ... (3) Women ... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians ..." The above definitions apply to the contract compliance requirements by virtue of Section 4-114-1 (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See section 4-114a-3 (10) of the Contract Compliance Regulations.

*INSTRUCTION: Bidder must sign acknowledgment below, detach along dotted line and return acknowledgment to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders" form.

Signature: _____ Date: _____

Organization Name: _____

Property Known As

**410 - 474 Capitol Avenue
Hartford**

Exhibit A

ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES

- 1.1 **Contractor** - The contractor shall manage, operate and maintain the property in an efficient and satisfactory manner in accordance with relevant State of Connecticut (State) standards promulgated by DPW including but not limited to Purchasing Guidelines for Property Managers dated May 21, 2003, and as may be amended, the provisions of this agreement and all applicable laws, rules and regulations. The contractor shall act in a fiduciary capacity with respect to the proper protection of, and account for, the State's assets. In this capacity, the contractor shall deal at arms length with all third parties and the contractor shall serve the State's interests at all times. The contractor shall not do business with any affiliate of the contractor without the prior written consent of the DPW.
- 1.2 **Employees** - The contractor shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate and maintain the property. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the contractor, which is in all respects the employer of such employees. The contractor may negotiate with any union lawfully entitled to represent such employees and may execute in its own name, and not as agent for the State, collective bargaining agreements or labor contracts resulting therefrom. The contractor shall fully comply with all applicable laws, rules and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. The contractor represents that it is and will continue to be an equal opportunity employer. All employment arrangements are therefore solely its concern and the State shall have no liability with respect thereto.
- 1.3 **Schedule of Employees** - The contractor shall provide a schedule of employees to be employed wholly or in part in the direct management of the property. This schedule shall include the number of employees and their titles and salary ranges. On the employee schedule, the contractor shall identify those employees whose salaries may from time to time be charged to the property for direct services rendered to the property. Employees whose salaries are eligible to be charged include, but are not limited to, property managers, engineers or others included as part of the approved operating budget, which is hereinafter mentioned. Employees whose salaries may not be charged include, but are not limited to, general management personnel, accountants and auditors. Such schedule is to be submitted with the proposed operating budget.
- 1.4 **Compliance with Laws** - The contractor shall be responsible for determining full compliance with Federal, State and municipal laws, ordinances, rules, regulations and orders relative to the use, operation, and maintenance of the property. The contractor shall promptly notify the DPW of any violation of any such law, ordinance, rule, regulation or order which comes to the contractor's attention, and take action with DPW's approval to promptly remedy such violation.

Actions in remedying of violations may be implemented prior to obtaining the approval of DPW if the estimated expenses to be incurred do not exceed \$2,500.00 in any one instance. When more than such amount is required or if the violation is one for which the State might be subject to a penalty, the

contractor shall notify the DPW by the end of the next business day so that prompt arrangements may be made to remedy the violation.

- 1.5 Approved Operating Budget -** The contractor shall prepare and submit to the DPW, within (15) days from the date this agreement is approved by the Attorney General's Office, a proposed operating budget for the operation, management and maintenance of the property for the term of this agreement.

The DPW will consider the proposed operating budget and will consult with the contractor as soon as reasonably practicable, in order to agree on an approved operating budget.

The contractor agrees to use diligence and to employ all reasonable efforts to ensure that the actual cost of managing, maintaining and operating the property shall not exceed the amount necessary and, in any event, will not exceed the approved operating budget either in total amount or in any one accounting category.

During the term of this agreement the contractor shall inform the DPW of any major increases in costs and expenses that were not foreseen during the budget preparation period and thus are not reflected in the approved operating budget.

- 1.6 Monthly Reports -** The contractor shall prepare and submit to the DPW a monthly report covering the matters set forth in Exhibit B by the 10th of each month. Each such report shall cover the period beginning the first (1st) day of the immediately preceding calendar month and ending on the last day of such calendar month.

- 1.7 Competitive Bidding -** All contracts for commodities and services, and repairs to and alteration or renovation of real property exceeding \$2,500.00 shall be awarded by the contractor on the basis of competitive bidding, solicited in the following manner:

- A. A minimum of two (2) written bids shall be obtained;
- B. Each bid will be solicited in a form prescribed by the DPW so that uniformity will exist in the bid form;
- C. All bids are subject to the approval of the DPW;
- D. If the contractor advises acceptance of other than the lowest bid, the contractor shall adequately support, in writing, its recommendations to the DPW;
- E. The DPW shall be free to accept or reject any and all bids;
- F. Once a vendor is selected, where appropriate, the contractor shall obtain proof of the vendor's commercial general liability (CGL), workers' compensation, and automobile insurance. The vendor must carry a minimum of \$1,000,000.00 CGL insurance for work valued to \$60,000.00 and \$2,000,000.00 CGL insurance for work valued over \$60,000.00. Proof of this coverage must be obtained before the work or services of the vendor begin.

- 1.8 Service Contracts -** The contractor shall not enter into any contract for cleaning, maintaining, repairing or servicing the property or any of the constituent parts of the property without the prior written consent

of the DPW. As a condition to obtaining such consent, the contractor shall supply the DPW with a copy of the proposed contract and shall state to the DPW the relationship, if any, between the contractor, or the person or persons in control of the contractor, and the party proposed to supply such services.

All service contracts shall: (a) be on a fixed-fee basis, (b) be in the name of the contractor, (c) be for a term not to exceed 11/30/08 and include provision for cancellation thereof by the State upon not less than 30 days' written notice, for without cause, and upon not less than 3 days' notice for cause, (d) require that all service vendors provide evidence of sufficient insurance and (e) be within the guidelines set forth in the approved operating budget. Unless the DPW specifically waives such requirements, all service contracts shall be subject to the bidding requirements under the procedures as specified in Section 1.7.

1.9 In case of an emergency, the contractor may make expenditures for repairs without prior written approval of the DPW, if such repair is necessary to prevent damage or injury. For minor incidents (less than \$10,000), DPW must be informed of any such expenditures before the end of the next business day. For major incidents (greater than \$10,000), immediate notification to DPW must occur.

1.10 **Cooperation** - Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the State in connection with this agreement, the contractor shall give the DPW all pertinent information and reasonable assistance in the defense or other disposition thereof. The terms of this paragraph shall not be construed as a waiver of sovereign immunity.

ARTICLE 2 - CONTRACTOR'S INSURANCE

2.1 **Contractor's Insurance** - At all times during this contract and during any amendment thereto, the contractor shall protect, indemnify and hold harmless the State, its officers, agents and employees, from and against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitations, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the State, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the State, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, related to and including, without limitation, the following:

- (a) The acts, omissions, or neglect of the contractor and of the contractor's officers, agents, employees, subcontractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the contractor, in or about the building or buildings located at 410-474 Capitol Avenue, Hartford and in or about the State of Connecticut's adjoining property, parking lots, sidewalks, improvements, structures and facilities, including, without limitation, any of the same that may be detached from said location;
- (b) The contractor's use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the contractor and by the contractor's officers, agents, employees, subcontractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the contractor, in or about the building or buildings located at 410-474 Capitol Avenue, Hartford and in or about the State of Connecticut's adjoining property, parking lots, sidewalks, improvements, structures and facilities, including without limitation, any of the same that may be detached from said location; and,
- (c) The contractor's default in its observance and performance of any of the terms, covenants or conditions of this contract and of any amendment thereto.

2.2 The contractor shall provide and maintain commercial general liability insurance, with the State named as an additional insured, in a combined single minimum amount of \$1,000,000.00 for bodily injury (including death) and property damage to protect the interest of the State as it appears herein, at no cost to the State, and shall annually provide the State with a certificate of insurance to this effect, at the contractor's expense.

ARTICLE 2 - CONTRACTOR'S INSURANCE (Continued)

In addition, the contractor shall have employee dishonesty and depositors forgery insurance in an amount to cover all business liabilities. The contractor shall annually provide the State with a certificate of such dishonesty and depositors forgery insurance, at no cost to the State. The required certificates of insurance shall also include a statement that the State is an additional insured. Such policies of insurance shall also provide notification to the State at least ten (10) days prior to any cancellation or modification of coverage.

In case any claim, action, cause of action, suit, proceeding, litigation is brought against the State, its officers, agents, and employees, by reason of any of the same, the contractor shall, at the contractor's expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the State.

2.3 **Subcontractor's Insurance-** The contractor shall require that all subcontractors have insurance coverage at the subcontractors' expense, in the following amounts:

- A. Workers' compensation: statutory amount;
- B. Employer's liability: \$1,000,000.00 minimum;
- C. Commercial general liability: \$1,000,000.00 bodily injury for each occurrence and an aggregate of \$2,000,000.00;
- D. Employee dishonesty and depositors forgery: \$20,000.00;
- E. Automobile: \$1,000,000.00 combined single limit.

The contractor must obtain the permission of the DPW to waive any of the above-mentioned requirements. Higher amounts, at the discretion of the DPW, may be required if the work to be performed is sufficiently hazardous. The contractor shall obtain and keep on file a certificate of insurance which shows that each subcontractor is so insured.

ARTICLE 3 - PAYMENT OF EXPENSES

3.1 **Processing of Invoices** - The contractor shall receive, review and approve all invoices for expenses incurred in operating the property and shall timely pay such invoices if they are within the approved operating budget or if they have otherwise been approved by the DPW. Copies of all paid invoices shall be forwarded to the DPW together with the contractor's monthly report.

3.2 **Contractor's Employee Costs** - The contractor will be reimbursed by the State for the share of the costs of the gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the contractor's employees who are directly involved and required to maintain the property, provided that such employees have been identified and enumerated in the approved operating budget, such costs do not exceed the budgeted amount and such costs are not already reflected in the monthly fixed fee. (See Article 4.)

3.3 **Contractor's Reimbursable Costs** - The following costs paid by the contractor in connection with the management, operation and maintenance of the property shall be reimbursed by the State:

- A. Actual cost of all items set forth in the approved operating budget;
- B. Emergency repair costs approved by the DPW.

3.4 Nonreimbursable Costs - The following expenses or costs incurred by the contractor in connection with the management, operation and maintenance of the property shall be at the sole cost and expense of the contractor and shall not be reimbursable by the State:

- A. Cost of gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the contractor's office personnel not identified in the approved operating budget;
- B. General accounting and reporting services which are considered to be within the contractor's office not associated with the operation of the property;
- C. Cost of forms, papers, ledgers, and other supplies and equipment used in the contractor's office not associated with the operation of the property;
- D. Cost of electronic data processing equipment, or any pro rata charge thereof, whether located at the property or at the contractor's office off the property;
- E. Cost of electronic data processing, or any pro rata charge thereof, for data processing provided by computer service companies;
- F. Cost of advances made to employees;
- G. Cost attributable to losses arising from negligence or fraud on the part of the contractor and the contractor's employees and agents;
- H. Employment agency fees unless specifically approved by the DPW.

3.5 Method of Reimbursement - The contractor shall include in monthly reports, as set forth in Exhibit B, an itemized invoice requesting a total monthly payment. Such invoice shall include all reimbursable costs as well as the monthly fixed fee.

ARTICLE 4 - COMPENSATION

The contractor shall receive a management fee as set forth in this article for its services in managing the property. The contractor's monthly fixed fee shall be as follows:

| | | |
|---|----|--------|
| For the period: _____ | | |
| A. Management fee | \$ | /month |
| Partial contractor's employee costs..... | | /month |
| Total monthly fixed fee..... | \$ | /month |
| <u>(Sample Format Only, Do Not complete)</u> | | |

For each contract year, the contractor's fixed fee for the year shall equal or exceed the contractor's employee costs for the year not included in such fixed fee.

ARTICLE 5 - TERMINATION

- 5.1 Termination on 30 Days' Notice** - Either party may terminate this agreement without cause by giving the other party at least thirty 30 days' prior written notice.
- 5.2 Termination on 3 Days' Notice** - The DPW may terminate this agreement for cause by giving the contractor 3 days' prior written notice.
- 5.3 Termination on Sale** - This agreement shall terminate upon the sale of the property.

5.4 Final Accounting - Upon termination of this agreement for any reason, the contractor shall deliver to the DPW all records, books, accounts, contracts, unpaid bills and other papers or documents which pertain to the property. Upon such termination or withdrawal, the State will assume responsibility for payments of all approved unpaid bills pertaining to the property.

Property Known As
410-474 Capitol Avenue
Hartford

Exhibit B

MONTHLY REPORTS

The contractor shall generate and submit the following, using formats approved by the DPW:

1. Management report
2. Operating statement
3. Budget variance analysis
4. Itemized invoice requesting payment
5. Copies of all invoices paid

VI. EVALUATION OF PROPOSALS

Criteria

Each proposal will be evaluated by a screening committee against the following criteria to determine which vendor is most capable of implementing the State's requirements:

- Vendor's ability to do the specified work
- Vendor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort
- Competitiveness of proposed cost.
- Availability and competence of personnel.
- Conformity with specifications contained herein.
- Presentation to a screening committee
- Past Performance as scored via the Property Management Firm Performance Evaluation, if applicable.

VII. RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all Proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

VIII. EXHIBIT C

Property Management Cost Calculation

Complete this form (in whole dollars) and return it with your proposal.

Location: 410-474 Capitol Avenue, Hartford, CT Contract Term: 12-1-03 thru 11-30-08

| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------------------|--------------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Management Fee (Annual) | | | | | | | |
| | Hrs/ week | Hr. Cost Inc. benefits | Annual Cost Year 1 | Annual Cost Year 2 | Annual Cost Year 3 | Annual Cost Year 4 | Annual Cost Year 5 |
| B. Administrative Payroll | | | | | | | |
| Site Property Manager | 40 | | | | | | |
| Assistant Site Manager | | | | | | | |
| Environ./Safety Officer | | | | | | | |
| Other: Secretary | 40 | | | | | | |
| B. Gen. Bldg. Payroll | | | | | | | |
| Electrician (S-1): Supvr. | 10 | | | | | | |
| Electrical Apprentice | | | | | | | |
| HVAC Mechanic (D-1) | 40 | | | | | | |
| HVAC Apprentice (D-2) | 40 | | | | | | |
| Gen. Maint. Worker | | | | | | | |
| Other (QCW) | 40 | | | | | | |
| Day Porter: (2) | 80 | | | | | | |
| B. Sub-Total/Payrolls | | | | | | | |
| Annual Cost Totals (A+B) | | | | | | | |

PROPERTY MANAGEMENT OCCUPATIONAL LICENSING SERVICE DEFINITIONS

Management Fee

Specify your firm's annual management fee required for management services for the term of the contract. The management fee should include the firm's expected profit, cost of money, executive and back office support, dispatch and work order systems, etc.

Site Property Manager

Supervises all firms' on-site employees and contractors.

Main coordinator with DPW and meets with Tenant Agency Liaisons.

Coordinates with firm's upper management for administrative duties, including financial management reporting, budgets, etc.

Available 24/7 via pager and cell phone

5 years experience as a property manager in a comparable building.

BOMA, IFMA certification preferred

Building construction design or business degreed candidate a plus

Assistant Site Property Manager

Assists the Site Property Manager

Supervises firm's on-site personnel, as required

Available 24/7 via pager and cell phone

3 years experience

Certification or trade license preferred

Building construction design or business degreed candidate a plus

Environmental/Safety Officer

Familiar with NFPA, OSHA, building codes, environmental, fire safety requirements

Evaluates site as required

7 years experience or 5 years with certification (license) as a building inspector, certified safety professional environmental license or engineer

Electrician - E-1-(Unlimited Electrical Contractor's License)

Wide range of electrical services, including PM's (Preventative Maintenance), electrical codes and electrical construction

Carry valid E-1 license (DCP)

May supervise apprentice electricians

Available 24/7 via pager and cell phone

Electrician - E-2-(Unlimited Electrical Journeyman's License)

Wide range of electrical services, but only while in the employ of a properly licensed contractor

Must complete a registered apprenticeship program or at least 4 years of equivalent experience and training.

HVAC Mechanic - S-1(Unlimited Heating-Cooling Contractor's License)

Wide range of HVAC services, including PM's (Preventative Maintenance), mechanical codes and HVAC construction

Carry valid S-1 license (DCP)

May supervise apprentice mechanics

Available 24/7 via pager and cell phone

HVAC Mechanical - D-1 (Limited heating-cooling Contractor's License)

Only perform work limited to the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment
Does not include installation or servicing of oil burners of any size.

HVAC Mechanical - D-2 (Limited heating-cooling journeyman's License)

Performs only work limited to the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for conveyance of heating or cooling media and associated pumping equipment and only while in the employ of a contractor licensed for such work. It does not cover the installation or servicing of oil burners of any size.

HVAC or Electrical Apprentice

Performs HVAC or Electrical minor repairs and PM's (Preventative Maintenance)
Enrolled in DCP apprenticeships program
Minimum 3 years direct experience or holds Journeyman license
Trade school certification preferred
Available 24/7 via pager and cell phone

General Maintenance Worker

Assists other trade groups as required
Performs minor repairs in areas of carpentry, moving furniture, grounds work, lock repair, and general miscellaneous work.

Qualified Craft Worker (QCW)

Is accountable for performing highly skilled duties in one or more trade areas
Works under the general supervision of a Building Maintenance Supervisor or other employee of higher grade.
May lead other QCW, QC Interns, Skilled Maintainers, Maintainers, students, seasonal help, inmates, workfare employees or other lower level employees as assigned.

Note 1: The hourly and annual cost calculations must include salaries, fringe benefits and, as applicable, uniforms and the base cost for cell phone, beepers, etc. attributable to the subject property. The cost of any paid leave time for holidays and vacation, sick or personal leave is not billable and is to be included in the fringe benefit cost. Include any projected increases in the out year cost calculations (years 2-5). As applicable, staffing costs must be in compliance with Public Act 99-142 "An Act Setting Standard Wage Rates for Certain Service Workers". **No profit and overhead mark-up to staffing costs for regularly scheduled employees is permitted.**

Note 2: The firm shall be required to supply copies of all licenses, certifications and degrees within 30 days of the award of this contract. In addition, all required safety training shall be submitted annually.

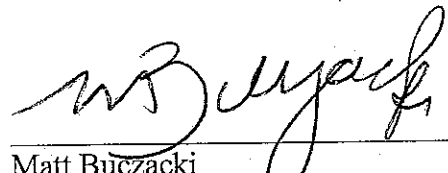
October 22, 2003

**ADDENDUM
FOR RFP FOR PROPERTY MANAGEMENT SERVICES
FOR**

**410-474 CAPITOL AVENUE, HARTFORD
FOR PERIOD: 12-1-03 -- 11-30-08**

- I. In reference to Exhibit C on page 15, the Department of Labor's Standard Wage Rate minimums applicable to this assignment are per the attached schedule.
- II. Please use the attached Exhibit C to prepare your cost calculations. This form has been revised to include a checklist of staffing costs applicable to the cost calculation.

Proposals are due by 3:00 p.m. on October 24, 2003.



Matt Buczacki
Fiscal Administrative Manager

10/22/03

**Property Management Proposals
For 505 Hudson Street and 410-474 Capitol Avenue
Job Classifications and Minimum Wage Rates**

| Department of Public Works Job Classification | Department of Labor Job Classification | Hours Per Week | Department of Labor Minimum | | |
|--|---|-------------------|-----------------------------|-----------------|----------|
| | | | Wage Rate | Fringe Benefits | Totals |
| I. 505 Hudson Street | | | | | |
| A. Site Property Manager | Not Applicable | 40 | | Not Applicable | |
| B. Electrician (S-1) | Electrician, Maintenance | 40 | \$ 21.64 | \$ 6.50 | \$ 28.14 |
| C. Day Porter | Janitor | 40 | \$ 11.69 | \$ 3.51 | \$ 15.20 |
| D. Quality Craft Worker | General Maintenance Worker | 40 | \$ 17.68 | \$ 5.30 | \$ 22.98 |
| II. 410-474 Capitol Avenue | | | | | |
| A. Site Property Manager | Not Applicable | 40 | | Not Applicable | |
| B. Secretary | Not Applicable | 40 | | Not Applicable | |
| C. Electrician (S-1) | Electrician, Maintenance | 10 | \$ 21.64 | \$ 6.50 | \$ 28.14 |
| D. HVAC Mechanic (D-1) | Ventilation Equipment Tender | 40 | \$ 16.17 | \$ 4.85 | \$ 21.02 |
| E. HVAC Mechanic (D-2) | Ventilation Equipment Tender | 40 | \$ 16.17 | \$ 4.85 | \$ 21.02 |
| F. Quality Craft Worker | General Maintenance Worker | 40 | \$ 17.68 | \$ 5.30 | \$ 22.98 |
| G. Day Porters (2) | Janitor | 80 | \$ 11.69 | \$ 3.51 | \$ 15.20 |

Notes:

1. Please note that DOL's fringe benefit costs do not necessarily reflect all fringe benefit costs that a contractor would incur. For example, they clearly do not include the cost of beepers and cell phones and may not include all of the insurance costs that a contractor may incur.

2. DPW will only reimburse a contractor for the actual hours worked by the contractor's employees. As noted in the RFP, such items as vacation days, sick days and holiday should be reflected in fringe benefit costs rather than in the average hourly pay rate based on a 40 hour week (2080 hour year). For example, if an employee's total hourly cost to the employer on a 2080 year is \$30/ hour (\$62,400/ year), and that employee has 3 weeks vacation, 5 sick and/or personal days and 10 holidays, that adds up to 6 weeks during which the employee will (may) not work. This is a total of 240 hours. Subtracting 240 from 2080 leaves 1840 billable hours. If one divides the \$62,400 annual cost of the employee by 1840 billable hours, the employee's actual hourly billable rate would be \$33.91/ hour rather than \$30/ hour, although the annual billing for that employee could not exceed the \$62,400 figure.

VIII. EXHIBIT C

Revised 10-22-04

Property Management Cost Calculation

Complete this form (in whole dollars) and return it with your proposal.

Location: 410-474 Capitol Avenue, Hartford, CT Contract Term: 12-1-03 thru 11-30-08

| | | | Year 1 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------------|--------------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------|
| A. Management Fee (Annual) | | | | | | | | |
| | Hrs/ week | Hr. Cost Inc. Benefits | Annual Cost Year 1 | Annual Cost Year 2 | Annual Cost Year 3 | Annual Cost Year 4 | Annual Cost Year 5 | |
| B. Administrative Payroll | | | | | | | | |
| Site Property Manager | 40 | | | | | | | |
| Assistant Site Manager | | | | | | | | |
| Environ./Safety Officer | | | | | | | | |
| Other: Secretary | 40 | | | | | | | |
| | | | | | | | | |
| B. Gen. Bldg. Payroll | | | | | | | | |
| Electrician (S-1): Supvr. | 10 | | | | | | | |
| Electrical Apprentice | | | | | | | | |
| HVAC Mechanic (D-1) | 40 | | | | | | | |
| HVAC Apprentice (D-2) | 40 | | | | | | | |
| Gen. Maint. Worker | | | | | | | | |
| Other (QCW) | 40 | | | | | | | |
| Day Porter: (2) | 80 | | | | | | | |
| B. Sub-Total/Payrolls | | | | | | | | |
| | | | | | | | | |
| Annual Cost Totals (A+B) | | | | | | | | |

Does the fringe benefit component of the staffing cost calculation include charge backs for the following: (circle answers)

- 1) Retirement Y / N; 2) Life Insurance Y / N; 3) Health Insurance Y / N; 4) Vacation/Sick/Holiday Y / N;
 5) Social Security (FICA) Y / N; 6) Unemployment (FUTA/SUTA) Y / N; 7) Workers' Compensation Y / N;
 8) Uniforms Y / N; 9) Cell Phones/Beepers Y / N

Do the totals for 1) through 4) above equal or exceed the Department of Labor fringe benefit minimum specified in this RFP? Y / N (circle answer)

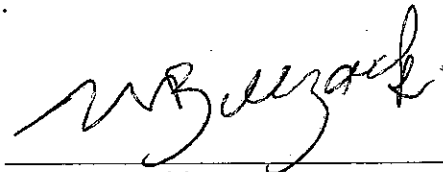
October 23, 2003

**ADDENDUM II
FOR RFP FOR PROPERTY MANAGEMENT SERVICES
FOR**

**410-474 CAPITOL AVENUE, HARTFORD
FOR PERIOD: 12-1-03 -- 11-30-08**

- I. Please see revision to II.C Electrician. It currently reads S-1 and per this Addendum is corrected to Electrician E-1. Standard Wage Rate stay the same.

Proposals are due by 3:00 p.m. on October 24, 2003.

A handwritten signature in black ink, appearing to read "M. Buczacki", is written over a horizontal line.

Matt Buczacki
Fiscal Administrative Manager

10/23/03

**Property Management Proposals
For 505 Hudson Street and 410-474 Capitol Avenue
Job Classifications and Minimum Wage Rates**

| Department of Public Works Job Classification | Department of Labor Job Classification | Hours Per Week | Department of Labor Minimum Wage Rate | Fringe Benefits | Totals |
|--|---|-------------------|--|-----------------|----------|
| I. 505 Hudson Street | | | | | |
| A. Site Property Manager | Not Applicable | 40 | | Not Applicable | |
| B. HVAC Mechanic (D-1) | Ventilation Equipment Tender | 40 | \$ 16.17 | \$ 4.85 | \$ 21.02 |
| C. Day Porter | Janitor | 40 | \$ 11.69 | \$ 3.51 | \$ 15.20 |
| D. Quality Craft Worker | General Maintenance Worker | 40 | \$ 17.68 | \$ 5.30 | \$ 22.98 |
| II. 410-474 Capitol Avenue | | | | | |
| A. Site Property Manager | Not Applicable | 40 | | Not Applicable | |
| B. Secretary | Not Applicable | 40 | | Not Applicable | |
| C. Electrician (E-1) | Electrician, Maintenance | 10 | \$ 21.64 | \$ 6.50 | \$ 28.14 |
| D. HVAC Mechanic (D-1) | Ventilation Equipment Tender | 40 | \$ 16.17 | \$ 4.85 | \$ 21.02 |
| E. HVAC Mechanic (D-2) | Ventilation Equipment Tender | 40 | \$ 16.17 | \$ 4.85 | \$ 21.02 |
| F. Quality Craft Worker | General Maintenance Worker | 40 | \$ 17.68 | \$ 5.30 | \$ 22.98 |
| G. Day Porters (2) | Janitor | 80 | \$ 11.69 | \$ 3.51 | \$ 15.20 |

Notes:

1. Please note that DOL's fringe benefit costs do not necessarily reflect all fringe benefit costs that a contractor would incur. For example, they clearly do not include the cost of beepers and cell phones and may not include all of the insurance costs that a contractor may incur.

2. DPW will only reimburse a contractor for the actual hours worked by the contractor's employees. As noted in the RFP, such items as vacation days, sick days and holiday should be reflected in fringe benefit costs rather than in the average hourly pay rate based on a 40 hour week (2080 hour year). For example, if an employee's total hourly cost to the employer on a 2080 year is \$30/ hour (\$62,400/ year), and that employee has 3 weeks vacation, 5 sick and/or personal days and 10 holidays, that adds up to 6 weeks during which the employee will (may) not work. This is a total of 240 hours. Subtracting 240 from 2080 leaves 1840 billable hours. If one divides the \$62,400 annual cost of the employee by 1840 billable hours, the employee's actual hourly billable rate would be \$33.91/ hour rather than \$30/ hour, although the annual billing for that employee could not exceed the \$62,400 figure.

Property Management Selection Scoresheet – IX Exhibit D

E

| | | |
|----------------------|--------------------------------------|----------------|
| Property Location: | 410-474 Capitol Avenue, Hartford, CT | |
| Contract Term: | From: 12-1-03 | To: 11-30-08 |
| Proposed Contractor: | Aramark | |
| Reviewer: | Tina Costanzo | Date: 11/14/03 |

| Criteria | Weight | Rating for each criteria ** |
|---|---------------------|--|
| | | A: Highly qualified B: Qualified C: Minimally qualified F: Not qualified/acceptable |
| Written Proposal – 25% | | |
| Proposed management approach (RFP Section II) | 5 | B |
| Vendor's ability to do the work (RFP Section III 4, 9.) | 5 | C |
| Availability and competence of personnel (RFP Section III 3.) | 10 | C |
| Conformance with RFP (RFP Sections IV 6., V 12.) | 5 | B |
| Oral Presentation – 25% | | |
| Question 1 | 5 | C |
| Question 2 | 5 | C |
| Question 3 | 5 | B |
| Question 4 | 5 | B |
| Overall Presentation | 5 | B |
| Past Performance* - 20% | 20 | Leave Blank |
| Subtotal | 70 | |
| Cost ** - 30% | Cost | 30 |
| Total – 100% | TOTAL points | 100 |

For a weight of 5 points:

| | |
|-----------------------|---|
| Highly qualified = | 5 |
| Qualified = | 4 |
| Minimally qualified = | 3 |
| Not qualified = | 0 |

For a weight of 10 points:

| | |
|-----------------------|----|
| Highly qualified = | 10 |
| Qualified = | 8 |
| Minimally qualified = | 6 |
| Not qualified = | 0 |

For a weight of 15 points:

| | |
|-----------------------|----|
| Highly qualified = | 15 |
| Qualified = | 12 |
| Minimally qualified = | 9 |
| Not qualified = | 0 |

For a weight of 20 points:

| | |
|-----------------------|----|
| Highly qualified = | 20 |
| Qualified = | 16 |
| Minimally qualified = | 12 |
| Not qualified = | 0 |

* Past performance for new vendors will be 20 points to provide them the benefit of the doubt.

** The lowest cost will be awarded 30 points. For the other proposers, points are a calculated percentage based on the ratio of the lowest cost divided by the proposer's cost.

Example:

| | |
|---------|---|
| Firm 1: | \$26,345 = 30 points |
| Firm 2: | \$28,990 = $26,345/28,990 = 91\% \times 30$ points = 27.26 points |
| Firm 3: | \$30,294 = $26,345/30,294 = 87\% \times 30$ points = 26.10 points |
| Firm 4: | \$30,841 = $26,345/30,841 = 85\% \times 30$ points = 25.63 points |

Reviewer Notes: Property Management Selection

Property Location: 410-474 Capitol Avenue, Hartford, CT _____

Contract Term: 12-1-03 _____ to 11-30-08 _____

| Firm Name | | Criteria | |
|-----------|----------|---|---|
| | | Written Proposal—25% | Oral Presentation—25% |
| 1. | Aramark | <ul style="list-style-type: none"> Staff Proposed has other assignments. Staff proposed seems "upper management" and it is unclear who where the "team" comes from. Unclear if Site Mgr. is assigned or on-hand yet. Seems services are dispatched from Madison. Extent of subcontracting unclear. | <p>Exceptions to terms name all submitted info unclear and could imply hidden and/or additional costs not clearly identified (pg 7.1)</p> <p>Resources are "management focused" and not the individual to do the work. did not bring mgt. to meet & resources identified from Madison, CT. potential cost</p> |
| 2. | O.L.R.K. | <ul style="list-style-type: none"> Offend alternative. Seems to offer adequate staff but not specifically identified. | <p>PM not identified or introduced</p> <p>No PM, mechanical, technical staff could offend.</p> <p>Incorporating their own products into subcontracting firms? Too many unknowns</p> |
| 3. | Servus | <ul style="list-style-type: none"> Staff assigned to site. Currently manages the food (cheese, meat) Assigned staff has the food (cheese, meat) skills and are on-site. | <ul style="list-style-type: none"> Strong presentation Property team firmly identified and in place Knowledge & Experience w/ facility Although they had contract, they did not appear to take for granted and put together information presented and presentation |
| 4. | | | |
| 5. | | | |

I state that the scores indicated on the Property Management Selection ScoreSheet are based on fair and impartial judgement. I have not been pressured or influenced by anyone in any manner in the completion of this form.

Reviewer's Name (Please print): Tina CastanzoReviewer's Signature: Tina CastanzoDate: 11/14/03

EXHIBIT C

Servus **F**

Property Management Cost Calculation

Complete this form (in whole dollars) and return it with your proposal.

Location: 410-474 Capitol Avenue, Hartford, CT

Contract Term:

12-1-03 thru 11-30-08

| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------------------------|--------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Management Fee (Annual) | | | \$ 63,600 | \$ 64,800 | \$ 66,000 | \$ 67,200 | \$ 68,400 |
| | Hrs/Wk | Hr. Cost Inc. Benefit | Annual Cost Year 1 | Annual Cost Year 2 | Annual Cost Year 3 | Annual Cost Year 4 | Annual Cost Year 5 |
| Administrative Payroll | | | | | | | |
| Site Property Manager | 40 | \$ 35.35 | \$ 62,509 | \$ 64,769 | \$ 67,127 | \$ 69,590 | \$ 72,163 |
| Assistant Site Property Manager | | | | | | | |
| Environment/Safety Officer | | | | | | | |
| Secretary | 40 | \$ 21.33 | \$ 39,419 | \$ 40,812 | \$ 42,265 | \$ 43,780 | \$ 45,361 |
| General Building Payroll | | | | | | | |
| Electrician (E-1): Supervisor | 10 | No Charge (1) | | | | | |
| Electrical Apprentice | | | | | | | |
| VAC Mechanic (D-1) | 40 | \$ 33.54 | \$ 62,721 | \$ 65,160 | \$ 67,717 | \$ 70,399 | \$ 73,213 |
| VAC Apprentice (D-2) | 40 | \$ 36.13 | \$ 63,871 | \$ 66,039 | \$ 68,292 | \$ 70,634 | \$ 73,070 |
| Gen. Maint. Worker | | | | | | | |
| Secretary (SW) | 40 | \$ 36.45 | \$ 66,392 | \$ 68,249 | \$ 70,572 | \$ 72,987 | \$ 75,498 |
| Day Porter: (2) (2) | 80 | \$ 18.08 | \$ 75,213 | \$ 77,469 | \$ 79,793 | \$ 82,187 | \$ 84,653 |
| Sub-Total/Payrolls (3) (4) (5) | 290 | | \$370,125 | \$ 382,497 | \$ 395,766 | \$ 409,577 | \$ 423,958 |
| Annual Cost Totals (A+B) | | | \$433,725 | \$ 447,297 | \$ 461,766 | \$ 476,777 | \$ 492,358 |

Does the fringe benefit component of the staffing cost calculation include chargebacks for the following: (circle answers)

Retirement ☒ Y / N; 2) Life Insurance ☒ Y / N; 3) Health Insurance ☒ Y / N; 4) Vacation/Sick/ Holiday ☒ Y / N;
 Social Security (FICA) ☒ Y / N; 6) Unemployment (FUTA/SUTA) ☒ Y / N; 7) Workers' Compensation ☒ Y / N;
 Uniforms ☒ Y / N; 9) Cell Phones/Beepers ☒ Y / N

\$2,314,923
30 points

Do the totals for 1) through 4) above equal or exceed the Department of Labor fringe benefit minimum specified in this P? ☒ Y / N (circle answer)

NOTES:

- (1) No Charge - Included in Management Fee.
- (2) Day porter services are professionally contracted through Suburban Contract Cleaning, Inc.
- (3) Payroll calculations do not include any emergencies or other conditions that require overtime.
- (4) The hourly cost, including benefits, is based upon actual hours worked exclusive of vacation days, holiday and sick days, rather than a nominal hourly rate based on 2080 hours per year.
- (5) In addition to the above, our hourly costs include an allocation of liability insurance. While not a function of payroll, our insurer bases their premium on total revenue to the company, which includes payroll reimbursements.
- (6) Please refer to the "Alternative Price Calculation" on the following page. This analysis illustrates potential payroll savings by utilizing different manpower allocations.

Answer

VIII. EXHIBIT C

Revised 10-22-04

Property Management Cost Calculation

Complete this form (in whole dollard) and return it with your proposal.

Location 410-474 Capitol Avenue, Hartford, CT

Contract Term: 12-01-03 thru 11-30-08

| | | Year 1 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|------------------------------------|-----------|------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| A. Management Fee (Annual) | | | 60000 | 61800 | 63654 | 65563.62 | 67530.5286 |
| | Hrs./week | Hr. Cost Inc. Benefits | Annual Cost Year 1 | Annual Cost Year 2 | Annual Cost Year 3 | Annual Cost Year 4 | Annual Cost Year 5 |
| Site Property Manager | 40 | 54.92 | 99,734.72 | 102,726.76 | 105,808.56 | 108,982.82 | 112,252.31 |
| Assistant Site Manager | | | | | | | |
| Environ. Safety Officer | | | | | | | |
| Other: Secretary | 40 | 21.97 | 39,897.52 | 41,094.45 | 42,327.28 | 43,597.10 | 44,905.01 |
| B. Gen. Bldg. Payroll | | | | | | | |
| Electrician (S-1) Supr. <i>E-1</i> | 10 | 33.45 | 60,745.20 | 62,567.56 | 64,444.58 | 66,377.92 | 68,369.26 |
| Electrical Apprentice | | | | | | | |
| HVAC Mechanic (D-1) | 40 | 29.42 | 53,426.72 | 55,029.52 | 56,680.41 | 58,380.82 | 60,132.24 |
| HVAV Mechanic (D-2) | 40 | 25.11 | 45,599.76 | 46,967.75 | 48,376.79 | 49,828.09 | 51,322.93 |
| Gen. Maint. Worker | | | | | | | |
| Other: (QCW) | 40 | 27.41 | 49,776.56 | 51,269.86 | 52,807.95 | 54,392.19 | 56,023.96 |
| Day Porter(2) | 80 | 18.29 | 66,429.28 | 68,422.16 | 70,474.82 | 72,589.07 | 74,766.74 |
| B. Sub-Total/Payroll | | | 415,609.76 | 428,078.05 | 440,920.39 | 454,148.01 | 467,772.45 |
| Annual Cost Total (A+B) | 290 | | 475,609.76 | 489,878.05 | 504,574.39 | 519,711.63 | 535,302.98 |

Does the fringe benefit component of the staffing cost calculation include charge backs for the following: (circle answers).

- 1) Retirement ☒ Y ☐ N; 2) Life Insurance ☒ Y ☐ N; 3) Health Insurance ☒ Y ☐ N; 4) Vacation/Sick/Holiday ☒ Y ☐ N;
- 5) Social Security (FICA) ☒ Y ☐ N; 6) Unemployment (FUTA/SUTA) ☒ Y ☐ N; 7) Workers' Compensation ☒ Y ☐ N;
- 8) Uniforms ☒ Y ☐ N; 9) Cell Phones/Beepers ☒ Y ☐ N

Do the totals for 1 through 4 above equal or exceed the Department of Labor fringe benefit minimum specified in this RFP? ☒ Y ☐ N (circle answers)

\$ 2,525,076.81

915 x 30 points = 27.46 points

ORSL

VIII. EXHIBIT C

Revised 10-22-03

Property Management Cost Calculation

Complete this form (in whole dollars) and return it with your proposal.

Location: 410-474 Capitol Avenue, Hartford, CT

Contract Term: 12-1-03 to 11-30-08

| | | | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|-----------------------------|--------------|-------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Management Fee (Annual) | | | \$89,760 | \$92,453 | \$95,226 | \$98,083 | \$101,026 |
| | Hrs/ Week | Hr. Cost Inc. Benefits* | Annual Cost Year 1 | Annual Cost Year 2 | Annual Cost Year 3 | Annual Cost Year 4 | Annual Cost Year 5 |
| B. Administrative Payroll | | | | | | | |
| Site Property Manager | 40 | \$45.38 | \$86,040 | \$88,622 | \$91,280 | \$94,019 | \$96,839 |
| Secretary | 40 | \$24.80 | \$47,021 | \$48,431 | \$49,884 | \$51,381 | \$52,922 |
| B. General Building Payroll | | | | | | | |
| Electrician (E-1) | 10 | \$31.68 | \$15,016 | \$15,467 | \$15,931 | \$16,409 | \$16,901 |
| HVAC Mechanic (D-1) | 40 | \$23.86 | \$45,239 | \$46,596 | \$47,994 | \$49,433 | \$50,916 |
| HVAC Mechanic (D-2) | 40 | \$23.86 | \$45,239 | \$46,596 | \$47,994 | \$49,433 | \$50,916 |
| Qualified Craft Worker | 40 | \$26.02 | \$49,334 | \$50,814 | \$52,338 | \$53,909 | \$55,526 |
| Day Porter 1 | 40 | \$17.48 | \$33,142 | \$34,136 | \$35,160 | \$36,215 | \$37,302 |
| Day Porter 2 | 40 | \$17.48 | \$33,142 | \$34,136 | \$35,160 | \$36,215 | \$37,302 |
| B. Sub-Total Payroll | | | \$354,173 | \$364,798 | \$375,742 | \$387,014 | \$398,625 |
| Annual Cost Totals (A+B) | | | \$443,933 | \$457,251 | \$470,968 | \$485,097 | \$499,650 |

Does the fringe benefit component of the staffing cost calculation include charges backs for the following: (circle answers)

- 1) Retirement ☒ N ; 2) Life Insurance ☒ N ; 3) Health Insurance ☒ N ; 4) Vacation/Sick/Holiday ☒ N ;
 5) Social Security (FICA) ☒ N ; 6) Unemployment (FUTA/SUTA) ☒ N ; 7) Workers' Compensation ☒ N ;
 8) Uniforms ☒ N ; 9) Cell Phones/Beepers ☒ N

Do the totals for 1) through 4) above equal or exceed the Department of Labor fringe benefit minimum specified in this RFP? ☒ N (circle answer)

* Base rate is factored on 1,896 annual billable hours for hours worked on the job.

\$ 2,356,899
 98 x 30 points = 29.42 points



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM



James T. Fleming
Acting Commissioner

TO: Proposing Property Management Firms

FROM: Matt Buczacki, Director
Financial Management

DATE: October 27, 2003

SUBJECT: ORAL PRESENTATION SUBJECTS

The following subjects are to be addressed during the Oral Presentation:

- 1) Describe the experience of the proposed property manager. Include experience in construction management and crisis management. Describe current or previous assignments at other than State properties.
- 2) Experience and a Table of Organization of the subject building project team and how they will network with the parent firm. Include a Table of Organization of the firm above the property manager.
- 3) Resources available to the project team, both internal and external.
- 4) Experience with an automated work control system as it pertains to preventative maintenance, corrective maintenance, data management and building automation. Experience with energy management systems implemented in similar facilities and cost avoidance opportunities in operations and maintenance activities.

MB:lr



Department of Public Works
State of Connecticut

Property Management Firm Performance Evaluation



H

Name & Address:

Firm Contact Name & Number:

Building Address:

Evaluation Date

Contract Start Date

Contract Completion Date

Collator Name (Typed)

Signature

Date

Approved by Administrator of Facilities
Management

Name (Typed)

Signature

Date

Reviewed with Firm By:

Name (Typed)

Firm's Signature

Date

| 0. Unacceptable Performance | 3. Marginally Acceptable | 4. Good | 5. Excellent | |
|-----------------------------|---|---------|--------------|-------------------|
| Evaluation Item | | | | Evaluation Rating |
| 1. | FINANCIAL MANAGEMENT AND REPORTING (Respondent: DPW Finance Dept. _____) | | | |
| | timely and accurate submittal of monthly billing packages, budgets, capital plans, employee schedules and purchase awards | | | |
| | maintain and operate building within reasonable financial constraints mandated by DPW | | | |
| | notify DPW of reasons for overruns, emergency expenditures | | | |
| 2. | ENVIRONMENTAL AND SAFETY COMPLIANCE (Respondent: DPW Environ. Group _____) | | | |
| | fire and public safety initiatives and evacuation practices | | | |
| | environmental and safety training of staff | | | |
| | msds sheets for the products or materials at site | | | |
| | tenant manual, post orders | | | |
| | maintain required environmental/safety records | | | |
| | disaster and emergency planning in conjunction with statewide security initiatives | | | |
| 3. | TENANT SATISFACTION (Respondent: Tenant Agency _____) | | | |
| | responsiveness to agency requests and work orders | | | |
| | minimize repeat calls | | | |
| | proactive vs. reactive | | | |
| | handling of special requests | | | |
| | communication skills | | | |
| 4. | PLANNING AND RESPONSIVENESS (Respondent: DPW Facilities Dept. _____) | | | |
| | preventative maintenance and capital projects planning | | | |
| | response to DPW inspections follow up (quality control) | | | |
| | response to special requests from DPW (e.g. surveys for security, cost reductions) | | | |
| | work order response and timelines | | | |
| | management of purchase contracts, specifications and bidding | | | |
| TOTAL SCORE | | | | |

Are there any areas or types of work where performance has not been acceptable or Contractor had problem performing?
If yes, Explain:

Are there any areas or types of work where performance has been outstanding? If yes, Explain:

Property Management Scoring Results

Property Location: 410-474 Capitol Avenue, Hartford, CT

Contract Term: 12-1-03 to 11-30-08

| Selection Committee Members | | Property Management Proposers | | | | |
|-----------------------------|------------------------|-------------------------------|------|--------|--|--|
| 1. | DONNA BASILEY D&W | ARAMARK | ORFL | SERVVS | | |
| 2. | MANUEL BECERRA D&W | 93.5 | 96.4 | 100 | | |
| 3. | TINA COSTANZO, DAS | 90.5 | 94.4 | 100 | | |
| 4. | CATHY KENNEDY DRH | 82.5 | 84.4 | 100 | | |
| 5. | PATRICK O'BRIEN O&M | 94.5 | 94.4 | 100 | | |
| 6. | | 82.5 | 83.4 | 93 | | |
| Point Totals | | 443.5 | 453 | 493 | | |
| Point Average | | 88.7 | 90.6 | 98.6 | | |
| Ranking | | 3 | 2 | 1 | | |

Chairperson: AMB [Signature] Date: 11/18/03

Approved by: _____ Title: _____ Date: _____

Summary of Scoring Results—Prop

Property Location: 410-474 Capitol Avenue, Hartford, CT

Chairperson's Name (Please print):

MKT 8/16/2001

Criteria

| Firm Name / | Written Proposal—25% | | | | | | |
|--------------------------------|--|--|--|--|--|--|----|
| | Management Approach—5% | Vendor's Ability—5% | Competence of Personnel—10% | Conformance with RFP—5% | Question 1 5% | Question 2 5% | |
| 1. ARAMARK # 2,525,071 ③ | DB B/4 MB A/5 TC B/4 CK B/4 PO B/4 | DB A/3 MB A/3 TC C/3 CK B/4 PO B/4 | DB B/8 MB B/8 TC C/6 CK A/10 PO C/6 | DB B/4 MB B/4 TC B/4 CK A/5 PO B/4 | DB B/5 MB C/3 TC C/3 CK B/4 PO C/3 | DB B/3 MB A/3 TC C/3 CK A/5 PO C/3 | |
| 2. ORXL # 2,356,999 ③ | DB A/5 MB A/5 TC B/4 CK A/5 PO B/4 | DB A/5 MB B/4 TC B/4 CK A/5 PO B/4 | DB B/8 MB B/8 TC C/6 CK B/8 PO C/6 | DB A/5 MB A/5 TC B/4 CK A/5 PO B/4 | DB B/4 MB B/4 TC C/3 CK C/3 PO C/3 | DB A/5 MB A/5 TC C/3 CK A/5 PO C/3 | |
| 3. SERVUS # 2,311,923 ③ | DB A/5 MB A/5 TC A/5 CK A/5 PO B/4 | DB A/5 MB A/5 TC A/5 CK A/5 PO B/4 | DB A/10 MB A/10 TC A/10 CK A/10 PO B/8 | DB A/5 MB A/5 TC A/5 CK A/5 PO B/4 | DB A/5 MB A/5 TC A/5 CK A/5 PO B/4 | DB A/5 MB A/5 TC A/5 CK A/5 PO A/5 | P. |
| 4. | | | | | | | |

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/2000 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

J

1. PREPARE 5 COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

| | | |
|---|---|--|
| (1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT | | (2) IDENTIFICATION NO. |
| CONTRACTOR | (3) CONTRACTOR NAME Servus Management Corporation | (4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| STATE AGENCY | CONTRACTOR ADDRESS One Financial Plaza, Hartford, CT 06103 | CONTRACTOR FEIN / SSN - SUFFIX 060-9400-067 |
| CONTRACT PERIOD | (5) AGENCY NAME AND ADDRESS Department of Public Works, 165 Capitol Avenue, Hartford, CT 06106 | (6) AGENCY NO. 1326 |
| | (7) DATE (FROM) 12/01/03 THROUGH (TO) 11/30/08 | (8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER |

CANCELLATION CLAUSE THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY BY GIVING THE CONTRACTOR THE WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).

COMPLETE DESCRIPTION OF SERVICE (10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) provide property management services and other related services for the total care and control of the property known as 410-474 Capitol Ave., Hartford, CT. These services may include but not be limited to mechanical systems maintenance, physical maintenance, maintenance of building utility systems, tenant relations and safety issues. Such services shall be under the direction of the Administrator of Facilities Management of the Department of Public Works (DPW) and be in accordance with the provisions of the seven page Exhibit A and one page Exhibit B attached hereto and made a part hereof. In the provision of such services, the contractor shall act as the agent for the DPW. All purchases made by the contractor that are approved by the DPW shall be for the DPW's exclusive use and title for all tangible personal property will vest with the DPW. This contract is subject to the provisions

COST AND SCHEDULE OF PAYMENTS (11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. of Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, and as such, may be cancelled, terminated or suspended by DPW for violation of or non-compliance with said Executive Order No. Sixteen. The two page Executive Order No. Sixteen is attached hereto and made a part hereof. This contract is subject to the provisions of DPW's Sexual Harassment Policy (Policy) and, as such, may be cancelled, terminated or suspended by DPW for violation of or non-compliance with said Policy. The two-page Policy is attached hereto and made a part hereof.

Payments are to be made in accordance with the provisions of said Exhibit A. The total cost of this contract is not to exceed \$11,000,000.00.

| | | | | | | | | |
|-------------------------------|--------------------------|-------------------------------|---------------------------|---|---------------------------|--|------------------------|--|
| (12) ACT. CD. A | (13) DOC. TYPE PS | (14) COMM. TYPE -- | (15) LSE. TYPE -- | (16) ORIG. AGCY. 1326 | (17) DOCUMENT NO. 1326 | (18) COMM. AGCY. 1326 | (19) COMM. NO. 1326 | (20) VENDOR FEIN / SSN - SUFFIX 060-9400-67 |
| (21) COMMITTED AMOUNT 1.00 | | | | (22) OBLIGATED AMOUNT \$ 11,000,000.00 | | (23) CONTRACT PERIOD (FROM/TO) 12/1/03 - 11/30/08 | | |
| (24) ACT. CD. A | (25) COMM. LINE NO. 1 | (26) COMMITTED AMOUNT 1.00 | (27) COMM. AGENCY 1326 | (28) COST CENTER 0 002 | (29) OBJECT 02370 | AGENCY TAIL | | |
| | | | | | | (30) FUNCTION 2000 | (31) ACTIVITY 256 | (32) EXTENSION -- |
| | | | | | | | | (33) F.Y. 04 |

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

| | | | |
|---|--|---------------------------------|-------------------------------------|
| ACCEPTANCES AND APPROVALS | | (34) STATUTORY AUTHORITY | Sections 4-8, 4b-1(a), C.G.S. 4-216 |
| (35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) | | TITLE | DATE |
| (36) AGENCY (AUTHORIZED OFFICIAL) | | TITLE | DATE |
| (37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV. | | TITLE | DATE |
| (38) ATTORNEY GENERAL (APPROVED AS TO FORM) | | | DATE |

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-COMPTROLLER PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

TERMS/CONDITIONS

EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated pursuant to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

I. NON-DISCRIMINATION

(a). For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials or such public works projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be furnished with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

Property Known As
410-470 Capitol Avenue, Hartford

Exhibit A

ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES

- 1.1 **Contractor** - The contractor shall manage, operate and maintain the property in an efficient and satisfactory manner in accordance with relevant State of Connecticut (State) standards promulgated by DPW including but not limited to Purchasing Guidelines for Property Managers dated May 21, 2003, and as may be amended, the provisions of this agreement and all applicable laws, rules and regulations. The contractor shall act in a fiduciary capacity with respect to the proper protection of, and account for, the State's assets. In this capacity, the contractor shall deal at arms length with all third parties and the contractor shall serve the State's interests at all times. The contractor shall not do business with any affiliate of the contractor without the prior written consent of the DPW.
- 1.2 **Employees** - The contractor shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate and maintain the property. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the contractor, which is in all respects the employer of such employees. The contractor may negotiate with any union lawfully entitled to represent such employees and may execute in its own name, and not as agent for the State, collective bargaining agreements or labor contracts resulting therefrom. The contractor shall fully comply with all applicable laws, rules and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. The contractor represents that it is and will continue to be an equal opportunity employer. All employment arrangements are therefore solely its concern and the State shall have no liability with respect thereto.
- 1.3 **Schedule of Employees** - The contractor shall provide a schedule of employees to be employed wholly or in part in the direct management of the property. This schedule shall include the number of employees and their titles and salary ranges. On the employee schedule, the contractor shall identify those employees whose salaries may from time to time be charged to the property for direct services rendered to the property. Employees whose salaries are eligible to be charged include, but are not limited to, property managers, engineers or others included as part of the approved operating budget, which is hereinafter mentioned. Employees whose salaries may not be charged include, but are not limited to, general management personnel, accountants and auditors. Such schedule is to be submitted with the proposed operating budget.
- 1.4 **Compliance with Laws** - The contractor shall be responsible for determining full compliance with Federal, State and municipal laws, ordinances, rules, regulations and orders relative to the use, operation, and maintenance of the property. The contractor shall promptly notify the DPW of any violation of any such law, ordinance, rule, regulation or order which comes to the contractor's attention, and take action with DPW's approval to promptly remedy such violation.

Actions in remedying of violations may be implemented prior to obtaining the approval of DPW if the estimated expenses to be incurred do not exceed \$2,500.00 in any one instance. When more than such amount is required or if the violation is one for which the State might be subject to a penalty, the contractor shall notify the DPW by the end of the next business day so that prompt arrangements may be made to remedy the violation.

- 1.5 **Approved Operating Budget** - The contractor shall prepare and submit to the DPW, within fifteen (15) days from the date this agreement is approved by the Attorney General's Office, a proposed operating budget for the operation, management and maintenance of the property for the balance of the current fiscal year. Subsequently, the contractor shall annually prepare and submit to the DPW, by the due date indicated by the DPW, a proposed operating budget for the fiscal year (June 1 -- May 31) for the operation, management and maintenance of the property.

The DPW will consider the proposed operating budget and will consult with the contractor as soon as reasonably practicable, in order to agree on an approved operating budget.

The contractor agrees to use diligence and to employ all reasonable efforts to ensure that the actual cost of managing, maintaining and operating the property shall not exceed the amount necessary and, in any event, will not exceed the approved operating budget either in total amount or in any one accounting category.

During the term of this agreement the contractor shall inform the DPW of any major increases in costs and expenses that were not foreseen during the budget preparation period and thus are not reflected in the approved operating budget.

- 1.6 **Monthly Reports** – The contractor shall prepare and submit to the DPW a monthly report covering the matters set forth in Exhibit B by the 10th of each month. Each such report shall cover the period beginning the first (1th) day of the immediately preceding calendar month and ending on the last day of such calendar month.
- 1.7 **Competitive Bidding** - All contracts for commodities and services, and repairs to and alteration or renovation of real property exceeding \$2,500.00 shall be awarded by the contractor on the basis of competitive bidding, solicited in the following manner:
- A. A minimum of two (2) written bids shall be obtained;
 - B. Each bid will be solicited in a form prescribed by the DPW so that uniformity will exist in the bid form;
 - C. All bids are subject to the approval of the DPW;
 - D. If the contractor advises acceptance of other than the lowest bid, the contractor shall adequately support, in writing, its recommendations to the DPW;

- E. The DPW shall be free to accept or reject any and all bids;
- F. Once a vendor is selected, where appropriate, the contractor shall obtain proof of the vendor's commercial general liability (CGL), workers' compensation, and automobile insurance. The vendor must carry a minimum of \$1,000,000.00 CGL insurance for work valued to \$60,000.00 and \$2,000,000.00 CGL insurance for work valued over \$60,000.00. Proof of this coverage must be obtained before the work or services of the vendor begin.

1.8 Service Contracts -- The contractor shall not enter into any contract for cleaning, maintaining, repairing or servicing the property or any of the constituent parts of the property without the prior written consent of the DPW. As a condition to obtaining such consent, the contractor shall supply the DPW with a copy of the proposed contract and shall state to the DPW the relationship, if any, between the contractor, or the person or persons in control of the contractor, and the party proposed to supply such services.

All service contracts shall: (a) be on a fixed-fee basis, (b) be in the name of the contractor, (c) be for a term not to exceed November 30, 2008, and include provision for cancellation thereof by the State upon not less than 30 days' written notice, for without cause, and upon not less than 3 days' notice for cause, (d) require that all service vendors provide evidence of sufficient insurance and (e) be within the guidelines set forth in the approved operating budget. Unless the DPW specifically waives such requirements, all service contracts shall be subject to the bidding requirements under the procedures as specified in Section 1.7.

1.9 Repairs -- The contractor shall supervise all ordinary and extraordinary repairs, decorations and alterations, capital improvements, remodeling and occupant improvements, all subject to the terms of this agreement.

In case of an emergency, the contractor may make expenditures for repairs without prior written approval of the DPW, if such repair is necessary to prevent damage or injury. For minor incidents (less than \$10,000), DPW must be informed of any such expenditures before the end of the next business day. For major incidents (greater than \$10,000), immediate notification to DPW must occur.

1.10 Cooperation -- Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the State in connection with this agreement, the contractor shall give the DPW all pertinent information and reasonable assistance in the defense or other disposition thereof. The terms of this paragraph shall not be construed as a waiver of sovereign immunity.

ARTICLE 2 - CONTRACTOR'S INSURANCE

2.1 **Contractor's Insurance** – At all times during this contract and during any amendment thereto, the contractor shall protect, indemnify and hold harmless the State, its officers, agents and employees, from and against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitations, all claims, demands, penalties, action, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the State, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the State, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, related to and including without limitation, the following:

- (a) The acts, omissions, or neglect of the contractor and of the contractor's officers, agents, employees, subcontractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the contractor, in or about the building or buildings located at 410-470 Capitol Avenue, Hartford, and in or about the State of Connecticut's adjoining property, parking lots, sidewalks, improvements, structures and facilities, including, without limitation, any of the same that may be detached from said location;
- (b) The contractor's use or activity or the conduct of its business or from any activity, work or thing done, permitted, or suffered by the contractor and by the contractor's officers, agents, employees, subcontractors, invitees, licensees, guests, visitors, clients and any and all persons control of the contractor, in or about the building or buildings located at 410-470 Capitol Avenue, Hartford, and in or about the State of Connecticut's adjoining property, parking lots, sidewalks, improvements, structures and facilities, including without limitation, any of the same that may be detached from said location; and,
- (c) The contractor's default in its observance and performance of any of the terms, covenants or conditions of this contract and of any amendment thereto.

2.2 The contractor shall provide and maintain commercial general liability insurance, with the State named as an additional insured, in a combined single minimum amount of \$1,000,000.00 for bodily injury (including death) and property damage to protect the interest of the State as it appears herein, at no cost to the State, and shall annually provide the State with a certificate of insurance to this effect, at the contractor's expense.

In addition, the contractor shall have employee dishonesty and depositors forgery insurance in an amount to cover all business liabilities. The contractor shall annually provide the State with a certificate of such dishonesty and depositors forgery insurance, at no cost to the State. The required certificates of insurance shall also include a statement that the State is an additional insured. Such policies of insurance shall also provide notification to the State at least ten (10) days prior to any cancellation or modification of coverage.

In case any claim, action, cause of action, suit, proceeding, litigation is brought against the State, its officers, agents, and employees, by reason of any of the same, the contractor shall, at the contractor's expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the State.

2.3 Subcontractor's Insurance- The contractor shall require that all subcontractors have insurance coverage at the subcontractors' expense, in the following amounts:

- A. Workers' compensation: statutory amount;
- B. Employer's liability: \$1,000,000.00 minimum;
- C. Commercial general liability: \$1,000,000.00 bodily injury for each occurrence and an aggregate of \$2,000,000.00;
- D. Employee dishonesty and depositors forgery: \$20,000.00;
- E. Automobile: \$1,000,000.00 combined single limit.

The contractor must obtain the permission of the DPW to waive any of the above-mentioned requirements. Higher amounts, at the discretion of the DPW, may be required if the work to be performed is sufficiently hazardous. The contractor shall obtain and keep on file a certificate of insurance which shows that each subcontractor is so insured.

ARTICLE 3 - PAYMENT OF EXPENSES

3.1 Processing of Invoices - The contractor shall receive, review and approve all invoices for expenses incurred in operating the property and shall timely pay such invoices if they are within the approved operating budget or if they have otherwise been approved by the DPW. Copies of all paid invoices shall be forwarded to the DPW together with the contractor's monthly report.

3.2 Contractor's Employee Costs - The contractor will be reimbursed by the State for the share of the costs of the gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the contractor's employees who are directly involved and required to maintain the property, provided that such employees have been identified and enumerated in the approved operating budget, such costs do not exceed the budgeted amount and such costs are not already reflected in the monthly fixed fee. (See Article 4.)

3.3 Contractor's Reimbursable Costs - The following costs paid by the contractor in connection with the management, operation and maintenance of the property shall be reimbursed by the State:

- A. Actual cost of all items set forth in the approved operating budget;
- B. Emergency repair costs approved by the DPW.

3.4 Nonreimbursable Costs - The following expenses or costs incurred by the contractor in connection with the management, operation and maintenance of the property shall be at the sole cost and expense of the contractor and shall not be reimbursable by the State:

- A. Cost of gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the contractor's office personnel not identified in the approved operating budget;
- B. General accounting and reporting services which are considered to be within the contractor's office not associated with the operation of the property;
- C. Cost of forms, papers, ledgers, and other supplies and equipment used in the contractor's office not associated with the operation of the property;
- D. Cost of electronic data processing equipment, or any pro rata charge thereof, whether located at the property or at the contractor's office off the property;
- E. Cost of electronic data processing, or any pro rata charge thereof, for data processing provided by computer service companies;
- F. Cost of advances made to employees;
- G. Cost attributable to losses arising from negligence or fraud on the part of the contractor and the contractor's employees and agents;
- H. Employment agency fees unless specifically approved by the DPW.

3.5 Method of Reimbursement - The contractor shall include in monthly reports, as set forth in Exhibit B, an itemized invoice requesting a total monthly payment. Such invoice shall include all reimbursable costs as well as the monthly fixed fee.

ARTICLE 4 - COMPENSATION

The contractor shall receive a management fee as set forth in this article for its services in managing the property. The contractor's monthly fixed fee shall be as follows:

For the period: 12/01/03 – 11/30/04
Management fee \$ 5,300.00/month
Partial contractor's employee costs..... 15,000.00/month
Total monthly fixed fee..... \$20,300.00/month

For the period: 12/01/04 – 11/30/05
Management fee \$ 5,400.00/month
Partial contractor's employee costs..... 15,000.00/month
Total monthly fixed fee..... \$20,400.00/month

For the period: 12/01/05 – 11/30/06
Management fee \$ 5,500.00/month
Partial contractor's employee costs..... 16,000.00/month
Total monthly fixed fee..... \$21,500.00/month

For the period: 12/01/06 – 11/30/07
Management fee \$ 5,600.00/month
Partial contractor's employee costs..... 17,000.00/month
Total monthly fixed fee..... \$22,600.00/month

For the period: 12/01/07 – 11/30/08
Management fee \$ 5,700.00/month
Partial contractor's employee costs..... 18,000.00/month
Total monthly fixed fee..... \$23,700.00/month

For each contract year, the contractor's fixed fee for the year shall equal or exceed the contractor's employee costs for the year not included in such fixed fee.

ARTICLE 5 - TERMINATION

5.1 **Termination on 30 Days' Notice** - Either party may terminate this agreement without cause by giving the other party at least thirty 30 days' prior written notice.

5.2 **Termination on 3 Days' Notice** - The DPW may terminate this agreement for cause by giving the contractor 3 days' prior written notice.

5.3 **Termination on Sale** - This agreement shall terminate upon the sale of the property.

5.4 **Final Accounting** - Upon termination of this agreement for any reason, the contractor shall deliver to the DPW all records, books, accounts, contracts, unpaid bills and other papers or documents which pertain to the property. Upon such termination or withdrawal, the State will assume responsibility for payments of all approved unpaid bills pertaining to the property.

**Property Known As
410-470 Capitol Avenue, Hartford**

Exhibit B

MONTHLY REPORTS

The contractor shall generate and submit the following, using formats approved by the DPW:

1. Management report
2. Operating statement
3. Budget variance analysis
4. Itemized invoice requesting payment
5. Copies of all invoices paid

State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment—

- o No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- o No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- o No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous Instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

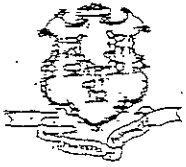
Dated in Hartford, Connecticut, this fourth day of August, 1999.


JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.

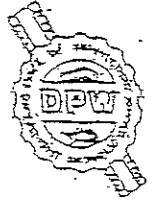
SUSAN BYSIEWICZ, Secretary of the State





STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS



T. R. Anson
Commissioner

SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

SEXUAL HARASSMENT NARRATIVE

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

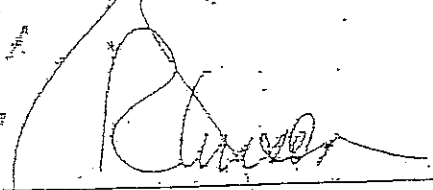
Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at 860-713-5665, or the Office of Diversity Programs at 860-713-5870.

Feb 24, 2000

Date




T.R. Anson
Commissioner



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS



T. R. Anson
Commissioner

TO: Property Management Firms/See Distribution
FROM: Matt Buczacki, Fiscal Administrative Manager 
DATE: May 21, 2003
SUBJECT: Revision to Purchasing Guidelines for Property Managers

This is to transmit the attached revision to the purchasing guidelines for property managers. This revision is effective immediately and supersedes all previous revisions. Please review the document carefully as there are numerous changes highlighted by the following: 1) the bid minimum is raised from \$1,000 to \$2,500; 2) incorporates the required monthly purchase award reporting; 3) requires two (2) bona fide bids instead of three (3); and 4) for commodities and services > \$10,000 and < \$50,000, replaces the newspaper advertisement requirement with posting to DAS' website.

Please contact me at 713-5759 should you have any comments or questions regarding this matter.

Thank you for your continued cooperation.

Distribution: DeMarco, Miles and Murphy - Maria DeMarco
Fusco Management Company - Dave Fletcher
Owens, Renz & Lee Company - Dave Wilcox
Servus Management Corporation - Suzanne Robbins
Tunxis Management Company - Kyle Meccariello

MB/cj
Attachment

| | |
|----------------|------------|
| Cc: B. Cornish | D. Grigely |
| D. Busanet | C. Rafala |
| D. Barkdale | H. Monroe |
| M. Becerra | J. Garuti |
| G. Niles | G. Faraci |
| D. Poulin | L. Kurnick |
| D. Baisley | |
| M. Bantz | |

PURCHASING GUIDELINES
FOR
PROPERTY MANAGERS

Introduction

These purchasing guidelines are consistent with the rules and regulations to which the Department of Public Works (DPW) is subject. They apply to purchases made directly in behalf of DPW and to appropriate purchases made in behalf of and charged to tenant agencies.

DPW requires the use of certified minority and small business set aside (SBSA) program vendors whenever possible. Refer to the Department of Administrative Services' Set Aside Program Directory for certified vendors (www.das.state.ct.us/purchase/setaside). Be sure to obtain a current certificate from prospective vendors. Advertisements for bids should expressly state its limitation to SBSA vendors. Should the pool of available SBSA vendors be so limited as to preclude sufficient competitive bids, solicit other bidders in addition to any available SBSA vendors.

All contractual services purchased must be performed in accordance with applicable Federal, State and municipal laws and regulations.

If a bid or an entire bid package is rejected, it should be done in accordance with C.G.S. 4b-94 (attached). Use the Comments section of the Approval Form for Bids Performed by Property Management Firms to detail any individual vendor bids that were rejected for any reason (ex. failure to meet specifications, etc.).

Requests for acquisition of any computer hardware or software require special DPW review and approval. Prior to bidding, direct requests with full specifications and justification to that property's designated DPW Facilities Management contact. Carbon copy Matt Buczacki who will facilitate the other than Facilities Management review portion of the approval process and assist with identifying funding. Upon final DPW approval, procure normally.

All purchase awards for the preceding month should be included as a separate attachment to each building's monthly reporting package whether or not any purchase awards are made for the reporting period. As applicable, for correctly reporting the SBSA type, use and attach the vendor's SBSA Certificate of Eligibility. Remember, a "purchase award" is made each time your firm commits to purchase a commodity or service as the agent for DPW. You should report the "purchase award" in the month it is made. Subsequent payment for the purchase may be made one time or multiple times over a period of time. The purchase is awarded only once, however. Reporting the purchase award only (not subsequent payment(s)) is the sole purpose of this report. The format of this report is attached.

Emergencies

Property managers are expected to exercise considerable professional judgement in the care and control of State property, especially when dealing with emergency situations. As appropriate, emergency purchase information may be faxed to the designated DPW Facilities Management contact for review and approval prior to purchase. Remember, the occurrence of an emergency situation does not, in itself, relieve the property manager of the responsibility to obtain or demonstrate attempts to obtain bids or to use SBSA vendors.

DPW Contacts

Facilities Management/165 Capitol Ave., Hartford – Room G-39A, Manny Becerra, Administrator and George Niles, Assistant Administrator, 713-5660, Don Poulin, Director of Facilities, 713-5738, Unit Fax is 713-7263; Room G-4, Donna Baisley, Assistant Administrator, 713-5688, Marilyn Bantz, 713-5899, David Grigely, 713-5683, Unit Fax is 713-7262.

Financial Management/Procurement, 165 Capitol Ave., Room G-35, Hartford - David Busanet, 713-5783, Dorothy Barksdale, 713-5778, Unit Fax is 713-7395.

Thresholds and Requirements/Commodities and Services

Purchases \leq \$2,500

As appropriate, solicit quotes (via telephone is OK) for emergency or non-recurring purchases in this price range. No written specifications approved by DPW are required. NOTE – Do not break up purchases into \$2,500 or less packages to avoid formal solicitation activity.

Purchases $>$ \$2,500 and \leq \$10,000

Written specifications are to be sent to the designated DPW Facilities Management contact (DPW/FM) for review and approval prior to purchase. Solicit enough vendors to receive at least two (2) bids based upon the written specifications. Bids should be received in writing, tabulated on the Approval Form for Bids Performed by Property Management Firms and submitted to the DPW/FM for review and approval. Include with the bid package the approved written specifications and the detail of each bidder's submittal.

Purchases $>$ \$10,000 and $<$ \$50,000

Written specifications are to be sent to the DPW/FM for review and approval prior to purchase. Post the request for quotation on the Department of Administrative Services' (DAS) website (www.das.state.ct.us/purchase/agencys/tlogin.htm). Posting instructions and your firm's Account ID and password are attached. Newspaper advertisement is not required. A minimum of two (2) bona fide bids should be received in writing, tabulated on the Approval Form for Bids Performed by Property Management Firms and submitted to the DPW/FM for review and approval. Include with the bid package the approved written specifications and the detail of each bidder's submittal.

Purchases \geq \$50,000

Written specifications are to be sent to the DPW/FM for review and approval prior to purchase. [If the service being solicited falls under the jurisdiction of Public Act No. 99-142, "An Act Setting Standard Wage Rates for Certain Service Workers" (see Reference Guide), the property manager, as the agent for DPW, is responsible for including prevailing wage rates in any applicable bid package as directly obtained from the Department of Labor (DOL) (www.ctdol.state.ct.us/wgwksnd/prevwgfm.htm). Advertisement for service must occur within 20 days of DOL's issuance of the prevailing wage rates.] Advertisement placed twice (Thursday and Sunday) in at least two (2) newspapers with statewide circulation soliciting public participation is required (see attached sample list of newspapers). Also, post the request for quotation on DAS' website (see above). Advertisements must indicate a public opening date, time and location. A minimum of two (2) bona fide bids should be received in writing, tabulated on the Approval Form for Bids Performed by Property Management Firms and submitted to the DPW/FM for review and approval. Include with the bid package the approved written specifications and the detail of each bidder's submittal.

Thresholds and Requirements/Repairs, Alteration or Renovation to Real Property

Purchases < \$10,000

See the above guidelines for purchase of commodities and services > \$2,500 and ≤ \$10,000.

Purchases ≥ \$10,000 and ≤ \$50,000

Same as above except publicly open bids. Secure any appropriate certificates of insurance before making the award.

Purchases > \$50,000 and ≤ \$250,000

Same as above except secure bid bond or certified check for 10% of the bid. Secure 100% performance and labor and materials bonds before making the award.

If over \$100,000, advertise twice (Thursday and Sunday) in at least one (1) newspaper with statewide circulation, indicating a public opening date, time and location.

Any project whose total cost for all work performed is estimated to be \$100,000 or more requires the payment of prevailing wage rates for all work performed under the project. As the agent for DPW, the property manager is responsible for including prevailing wage rates in any applicable bid package as directly obtained from the Department of Labor (www.ctdol.state.ct.us/wgwksnd/prevwgfm.htm). Advertisement for work must occur within 20 days of DOL's issuance of the prevailing wage rates. Additionally, a CONTRACTING AGENCY CERTIFICATION FORM (attached) must be completed and returned to DPW for each award made should the \$100,000 cap in total be equaled or exceeded.

Purchases > \$250,000

Property manager may not bid projects whose cost estimate exceeds \$250,000. This must be performed by DPW.

CONNECTICUT GENERAL STATUTES REVISED TO
JANUARY 1, 2003

Sec. 4b-94. (Formerly Sec. 4-137d). Rejection of bids. In inviting bids, the awarding authority shall reserve the right to reject any or all such general bids, if (1) the awarding authority determines that the general bidder or bidders involved are not competent to perform the work as specified, based on objective criteria established for making such determinations, including past performance and financial responsibility, (2) the low bid price exceeds the amount of money available for the project, (3) the awarding authority determines that the project shall not go forward or (4) the awarding authority finds cause to reject such bids. If the awarding authority rejects any or all bids pursuant to this section, it shall notify each affected bidder, in writing, of the reasons for such rejection.

(P.A. 73-528, S. 4, 12; P.A. 74-246, S. 4, 11; P.A. 82-447, S. 4; P.A. 87-254.)

History: P.A. 74-246 clarified circumstances under which bids may be rejected; P.A. 82-447 amended section to include past performance and financial responsibility among objective criteria and to eliminate references to sub-bids; P.A. 87-254 divided section into Subdivs. and added Subdiv. (4), re a finding of cause to reject bids, and the provision re notice to affected bidders of reasons for rejection; Sec. 4-137d transferred to Sec. 4b-94 in 1989.

Annotation to former section 4-137d:
Cited. 191 C. 497, 502.

**PURCHASE AWARDS
BY
PROPERTY MANAGERS**

Property Location _____

Property Management Company _____

Prepared By _____

Purchase Awards for the Month of _____

| <u>Contractor's Name (exact)</u> | Certified <u>SBSA</u> <u>Y or N</u> | If SBSA, indicate <u>Type (from table)*</u> | <u>Commodity/ Service Purchased</u> | <u>Amount</u> |
|----------------------------------|---|--|---|---------------|
|----------------------------------|---|--|---|---------------|

*** SBSA Type Table**

SBE = Small Business Enterprise

MBE - Black = Minority Business Enterprise-Black

MBE - Hispanic

MBE - Iberian

MBE - Asian American

MBE - American Indian/Native American

MBE - Woman

MBE - Person with a Disability

Attach SBSA Certificate of Eligibility for all SBSA purchase awards.

**APPROVAL FORM FOR
BIDS PERFORMED BY
PROPERTY MANAGEMENT FIRMS**

DATE: _____

LOCATION: _____

PROPERTY MANAGER/COMPANY: _____

DESCRIPTION OF WORK: _____

SOURCE OF FUNDS: (Circle One)

General

Project (if circled, complete below)

Project # _____

Indicate name, amount, and small business set aside (SBSA) status and type, if applicable. If SBSA not used, explain why. **Attach a copy of the current SBSA Certificate of Eligibility for the lowest qualified bidder.**

| NAME | AMOUNT | Certified SBSA Y or N | If SBSA, indicate Type (from Table)* |
|--|--------|--------------------------|---|
| 1. _____ | | | |
| Lowest Qualified Bidder/Recommended Vendor | | | |
| 2. _____ | | | |
| 3. _____ | | | |
| Comments _____ | | | |

Authorizing Signatures /Date:

Assistant Administrator/Director, Facilities Management
(\$2,500-\$7,500)

Director, Financial Management
(If project, funds available)

Administrator, Facilities Management
(Also, if over \$7,500 but less than \$25,000)

Commissioner
(Also, if \$25,000 or over)

Procurement Unit (for form, all bids)

*** SBSA Type Table**

SBE = Small Business Enterprise
MBE - Black = Minority Business Enterprise-Black
MBE - Hispanic
MBE - Iberian
MBE - Asian American
MBE - American Indian/Native American
MBE - Woman
MBE - Person with a Disability

Note to Property Manager: This approved form must accompany the invoice included in the monthly billing package for all single payment purchases exceeding \$2,500. If the cost of this purchase will be paid by the tenant agency, attach the agency's letter accepting financial responsibility.



Department of Administrative Services

STATE OF CONNECTICUT

PROCUREMENT SERVICES
165 CAPITOL AVENUE, ROOM G-8A
PO BOX 150414
HARTFORD, CT 06115-0414

ABBREVIATED INSTRUCTIONS FOR POSTING YOUR BIDS ON THE STATE OF CONNECTICUT DAS WEB SITE.

Posting bids – step 1:

- ◆ To enter a bid, go to <http://www.das.state.ct.us/Purchase/Agencys/tlogin.htm>.
- ◆ Enter your agency name and your password.
- ◆ You can change your password any time you wish.

Posting bids – step 2:

- ◆ Select “Add a New Bid”.
- ◆ Once you have bids posted, you can also modify them at any time.

Posting bids – step 3:

- ◆ Select the commodity for the type of merchandise you plan to buy from the drop-down box.

NOTE: We automatically e-mail a notice of your bid to vendors who have registered on the State of Connecticut web site as potential suppliers of that type of merchandise. New notices are sent at about Noon or 5:00 p.m.

- ◆ Enter the *Full* bid number
- ◆ Enter the *file* name of the bid with the .pdf extension
- ◆ Click whether you want to send a bid notice to registered bidders. This should only be NO if there is a minor text change that does not affect the bid.
- ◆ Enter a summary of the bid.
- ◆ Enter a synopsis of the bid (if necessary).
- ◆ If all the contact information is correct, Click on the “Enter Bid” button and your bid is posted on the Internet.
- ◆ Go to <http://www.das.state.ct.us/Purchase/OthGovt/tbidlists.asp> to view it. You may change it any time while it is posted.

ANY QUESTIONS? *Call or e-mail us.*

Maureen Blackburn (860)713-5066 / maureen.blackburn@po.state.ct.us
John Pacholski (860)713-5094 / john.pacholski@po.state.ct.us
Rob Zalucki (860)713-5139 / robert.zalucki@po.state.ct.us

VISIT OUR WEBSITE AT : <http://www.das.state.ct.us/busopp.asp>

NEWSPAPER Vendors Ad List

| | | |
|--|--|--|
| HARTFORD COUTANT 85 BROAD ST. HTFD. CT 06115 | V-060383490 01 N-SBSA | FAX#(860)241-3866 241-3858-CASSIE e-mail crespo@courant.com |
| CT POST PUBLISHING DEPARTMENT 0393 P.O. BOX 40000 HARTFORD, CT 06151 | V-222768755 01 N-SBSA | FAX#(203)384-1158/368-2997 MARILYN-330-6213/DOROTHY 330-6345/MGT.FREDIA HOWARD 330-6410 e-mail:systems@snet.net./don't use |
| NORTHEAST MINORITY NEWS P.O. BOX 4139 HARTFORD, CT 06147 | MBE001-N-15-0669- EX 12/31/01- V_061410789 01 B-SBSA (1 ST -3 RD WK) | FAX#(860)249-5955 SERENA COBBS/GLORIA DRAPER 249-6065 e-mail: ne.minority.news@snet.net. |
| NEW HAVEN REGISTER 40 SARGENT ST NEW HAVEN, CT 06511 | V-222518039 09 N-SBSA | FAX#(203)865-8360 LUCILLE - 789-5456 e-mail: don't use |
| WATERBURY AMER/REPUB 389 MEADOW ST. WATERBURY,CT 06702 | V-060581760 01 N-SBSA | FAX#(203)754-0644/SUZANNE JANET 574-3636 X 231 1-800-992-3232 X 234 e-mail: none |
| THE DAY P. O. Box 1231 47 EUGENE O'NEILL DR. NEW LONDON, CT 06320 | V-060317560 01 N-SBSA | FAX#(860)442-5443/ROBERTA JUDY, DONNA X275 (860)442-2200 X282 e-mail: legal@newlondonday.com |
| HISPANIC COMMUNICATIONS LAVOZ HISPANA 35 ELM STREET NEW HAVEN, CT 06510 | V-043450953 01 H-SBSA | FAX#(203)787-4023 NORMA REYES (203)865-2272 e-mail: lavozhispana@hotmail.com |
| HARTFORD INQUIRER P.O. BOX 1260 3281 MAIN STREET HARTFORD, CT 06143 | V-061035990 01 N-SBSA (NO SUN. PAPER) | FAX#(860)522-3014 WM. HALES 522-1462 e-mail: inquirernews@aol.com |
| THE CHRONICLE CHRONICLE ROAD WILLIMANTIC, CT 06226 | V-060293320 N-SBSA (NO SUN. PAPER) | FAX#(860)423-7641 JODY- 423-8466 e-mail: none |
| THE NEWS TIME 333 MAIN STREET DANBURY, CT 06810 | V-141513238 N-SBSA | FAX#(203)792-4211 BONNIE/ 731-3316 e-mail: none |
| NORWICH BULLENTIN 66 FRANKLIN ST. NORWICH, CT 06360 | V-061032273 03 N-SBSA | FAX#(860)887-1949 LINDA 889-3363 X-308 e-mail: none |
| (INNER CITY) PENFIELD COMMUNICATIONS P.O. BOX 9431 NEW HAVEN, CT 06534 | 989-N-10-0248-C V-061358742 01 M-SBSA (EVERY FRI.) | FAX#(203)387-2684 DIANE PAYTON 387-0354 e-mail: none |

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MS: 9/20/99

PROPERTY MANAGER – RETURN TO:
MATT BUCZACKI, FISCAL ADMINISTRATIVE MANAGER
DEPARTMENT OF PUBLIC WORKS
165 CAPITOL AVENUE, ROOM 216, HARTFORD, CT 6106
(860) 713-5759

STATE OF CONNECTICUT - DEPARTMENT OF LABOR

WAGE & WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, Matt Buczacki, acting in my official capacity as Fiscal Administrative Manager, for
authorized representative title

The Department of Public Works, located at 165 Capitol Ave., Room 216, Hartford, do hereby certify that the
contracting agency address

total dollar amount of work to be done in connection with _____,
project name and number

located at _____,
address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

(Attach additional sheets, as necessary)

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Value of Contract/Award: \$ _____

Signature (DPW)

Date

Return To:

Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109



SERVUS MANAGEMENT CORPORATION

One Financial Plaza
Hartford, Connecticut 06103
Telephone (860) 278-2040
Fax (860) 527-0143

"Exceptional Real Estate Services"

April 24, 2003

Mr. Matt Buczacki
Fiscal/Administrative Manager
State of Connecticut
Department of Public Works
Financial Management
165 Capitol Avenue
Hartford, CT 06106

RE: **June 1, 2003 through May 31, 2004 Proposed Operating Budget**
410-474 Capitol Avenue, Hartford, CT

Dear Matt:

Enclosed please find four (4) copies of the proposed operating budget for the Capitol Avenue complex. The total operating expenses for the year are \$6.35 per square foot. This amount consists of \$1.74 per square foot for utilities and \$4.61 for the remaining building expenses.

This proposed operating budget is approximately \$500,000 more from last year, which increases the costs per square footage. These added costs are directly related to the increase in the standard wage rate for cleaning and the increased costs due to security improvements for the complex.

Special projects for this budget year include the following:

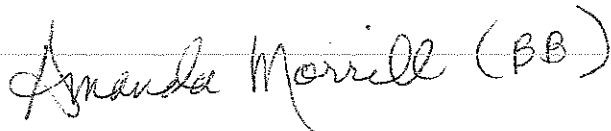
| | | | |
|------------------------------|----------|---------|---|
| HVAC Services | \$3,500 | June | Alerton upgrade to 450 Cap Ave |
| | \$9,000 | July | 470 Cap Ave heating coil repairs |
| | \$6,000 | Dec | Speed drive repair |
| | \$3,200 | Jan | 474 Cap Ave back-up air compressor repair |
| | \$3,200 | January | Back-up air compressor repairs |
| General Building Maintenance | \$600 | June | Tree grate clean-up |
| | \$11,000 | July | Parking lot line striping |

SERVUS MANAGEMENT CORPORATION

| | | | |
|-------------|---------|------|-----------------------------------|
| Asphalt | \$5,000 | July | Miscellaneous parking lot asphalt |
| Maintenance | | | repairs |

We hope this budget meets with your approval, however we will be available to review each line item in detail at your convenience.

Sincerely,



Amanda Morrill
Assistant Property Manager

cc: Dave Fagone, SMC
Jeff Davis, SMC
Linda Zito, SMC

Attachments

SERVUS MANAGEMENT CORPORATION

Date Prepared: 4/24/03

Prepared By: Amanda Morrill

410-474 CAPITOL AVENUE

Budget Period: June 1, 2003 through May 31, 2004

EXPENSES:

1. **Cleaning Services:** Figures represent costs to perform nightly cleaning service, day porter service and carpet cleaning. The two-day porters are full time at eight hours each per day. The day porters are responsible for maintaining the cleanliness of the common areas and lavatories throughout the day. Due to the high visitor traffic to the complex, special emphasis is given to maintaining the lobbies, elevators and lavatories. They are also involved with the daily set-ups of the conference rooms in 470 Capitol Avenue. Figures include standard wage rates for cleaning labor and cleaning supplies. We have also included \$2,700 in August for carpet shampooing of the entire complex.
2. **Pest Control:** Figures based on contract for general monthly extermination and pest control services for the entire building and grounds, including the cafeteria. We have budgeted an additional for the following:
 - \$600 in August for pigeon control on the 410 roof
 - \$600 in May for termite control in 470, Conference Room AB
3. **Cleaning/Paper Supplies:** This line item includes expenses for paper supplies for the building, such as toilet paper, paper towels, hand soap and trash liners.
4. **Window Washing:** Figures are based on cost to wash the interior and exterior of the windows in the complex in July (\$5,250).
5. **Trash Removal:** Figures are based on the DAS State contract rates, which estimates the cost for trash removal and recycling charges for the entire complex as well as dump and disposal fees. It also includes the following:
 - \$500 in July for the rental of an additional dumpster for spring cleaning of the complex
 - \$1,200 each in July and January for the disposal cost of fluorescent lamp recycling
6. **Electrical Services:** Figures represent costs for miscellaneous work that requires a licensed electrician for the following projects:
 - \$500 each in June and December for the changing of bulbs in the parking lot
 - \$1,000 in January for the yearly emergency generator test

SERVUS MANAGEMENT CORPORATION

- \$700 in February for the yearly transfer switch test
 - \$1,000 in March for the yearly building load test
7. **Electrical Supplies**: Figures include expenses for supplies such as wire, motors, motor controls, contactors, fuses, etc.
8. **Lighting Supplies**: Figures represent expenses for the purchase of replacement lamps, ballast's, and other lighting supplies, including lighting for the remote parking lots (West Lot and Oak & Capitol Lot).
9. **HVAC Services**: Figures represent costs for any HVAC miscellaneous service work that may require an outside contractor in the addition to the following projects:
- Monthly water treatment services
 - \$3,500 in June for the upgrade of the Alerton system in building 450 Cap Ave
 - \$9,000 in July for the 470 Cap Ave heating coil repair
 - \$8,500 in August for the yearly boiler maintenance as well as needed miscellaneous repairs
 - \$4,500 in September for the yearly coil washing
 - \$1,050 in November and April for the repairs of chilled water valves
 - \$6,000 in December for the repair of the 450 Cap Ave speed drive
 - \$3,200 in January for the repair of the 470 Cap Ave back-up air compressor
10. **HVAC Supplies**: Figures represent costs for supplies such as flexible duct and fittings, VAV parts, etc in addition to the following:
- \$1,500 each in September, January and May for the purchase of equipment filters
 - \$2,500 in June for the purchase of miscellaneous supplies for the upgrade of the Alerton System in building 450 Cap Ave (OPM)
 - \$1,200 in August for the purchase of the four (4) TUX card for the Alerton System upgrade
11. **Elevator Services**: Expenses are based on existing monthly maintenance contract, and estimated minor costs for any labor, overtime and materials not included in the contract.
12. **Plumbing Services**: Figures represent costs for miscellaneous plumbing services including emergency call-ins for drain cleaning and basement sump pump problems. This line item also includes the following:
- \$500 in December for the testing of the back-flow preventers throughout the complex
13. **Plumbing Supplies**: Figures represent expenses for miscellaneous plumbing supplies including valves, urinal and closet re-build kits, toilet replacements, etc.

14. **General Building Payroll:** Figures based on annual salary and benefits for three full-time on-site HVAC and maintenance technicians. These figures also include estimated overtime pay for work that can only be done after hours, emergency call-ins, coverage during vacations, uniforms, and beepers. We have also budgeted 4% raises in April 2004.
15. **General Building Supplies:** Represents expenses for general and miscellaneous building tools and supplies such as window inventory, door hardware, etc.
16. **General Building Maintenance:** This item includes general and preventive maintenance expenses for the parking access control equipment, labor to replace broken windows, roof repairs, and any other miscellaneous items, which may develop throughout the year. This line item also includes the following:
 - Monthly Port-O-Let charges for the off site parking lots
 - \$600 in June for the cleaning of the tree grate's
 - \$10,000 in July for the line striping of the parking lots
 - \$1,000 in September and March for miscellaneous roof repairs
 - \$3,000 in September for the evaluation of the 474 Cap Ave chimney
17. **On-Site Office Telephone:** Represents costs to maintain phone lines to the management and maintenance office in addition to the following:
 - 474 Cap Ave gas meter
 - Phone service to the Oak and Capitol parking lot
 - Fax machine
18. **Signage:** Represents costs for any miscellaneous signage needed for the interior or exterior of the building.
19. **Electricity:** This includes all of the electrical charges for the complex. The monthly amounts are reduced to reflect the anticipated reimbursement from ENI for their portion of the total consumption.
20. **Gas:** The gas is used to service the 3 boilers for heating requirements, the cafeteria equipment and two hot water heaters located in the 450 building. We have also added 4 rooftop, gas fired HVAC units to 410 Cap Ave to preheat the outside air. This will allow us to increase the amount of outside air being introduced into the building thus reducing our air quality complaints. It also eliminates the numerous problems we were experiencing with the interior heat pump units.
21. **Fuel Oil:** This is for use in the emergency generator and boilers on the rare occasion that CNG puts us on interruptible service.

22. **Purchased Steam:** We anticipate generating our own heating requirements by utilizing our in-house boilers.
23. **Purchased Chilled Water:** These costs are associated with the cooling requirements throughout the complex. We have increased these costs to reflect activation of some additional cooling coils in the 410 building. We had to abandon the interior heat pump units for cooling purposes because of their high rate of failure (poor design). The additional coils are connected to the ENI loop.
-
24. **Water/Sewer:** This category includes water, sewer, and fire service charges.
25. **Security Services:** This category consists of hourly costs to maintain 24-hour 7 day a week security guard service at the complex consisting of a total 731 security guard hours. During the month of May 2003, the Capitol Avenue complex utilized the DAS State contract for security guard services, which increased the overall final cost. The change in security guard service is based on the Homeland Security improvements as well as the security audit performed in 2001.
- In January 2004, we will be adding approximately 200 more hours (4 more security guard stations). These additional security guard stations will be strategically placed throughout the complex.
- Due to this increase in rate charges and security guard hours, this line item is much higher per square footage than the previous operating budget costs.**
26. **Other Security Expenses:** This item includes expenses for maintenance, repair and inspection of the security system and cameras as well as building access cards and badges.
27. **Fire Protection:** Figures represent costs to service and inspect all fire extinguishers within the complex as well as the cost for maintaining the fire alarm equipment, billed twice annually in July and January (\$4,650 each - Simplex), \$500 in September to test the sprinkler double check valves, and \$1,500 in October to perform a sprinkler flow test.
28. **Landscaping:** Figures represent monthly costs for landscaping, tree pruning, plant services and cleaning of the Capitol Avenue complex grounds, West Lot, and Oak & Capitol.
29. **Snow Removal:** Figures represent estimated costs for snow removal services for the Capitol Avenue complex, as well as service to two satellite parking lots (Oak & Capitol and West lot). The snow removal contract is billed on a per-storm basis.
30. **Asphalt Maintenance:** This represents miscellaneous minor costs for asphalt repairs to the parking lots. This line item was significantly increased due to much needed repairs to the asphalt located throughout the parking lots and driveways.

SERVUS MANAGEMENT CORPORATION

31. **Sweeping**: Represents cost to power sweep the Capitol Avenue parking lot and two satellite parking lots (Oak & Capitol and West) in May.
32. **Administrative Payroll**: Expenses include the annual salary and benefits for the property manager and part time administrative assistant as well as the 4% raises in April 2004. As you will notice, this line item will show significant savings based on the new rates for the new property manager allocations.
33. **Office Supply Expense**: Figures represent costs for such reimbursement items as copier leasing, postage, purchase order forms, and other miscellaneous expenses.
34. **Management Fee**: Represents \$5,500 per month based on the management contract.
35. **Other Professional Fees**: We do not anticipate any activity in this account.
36. **Other Administrative Fees**: This includes miscellaneous costs associated with maintaining the bank account, etc. It also includes \$385 in September and January for miscellaneous training courses for the maintenance technicians (as requested and/or approved by DPW).
37. **Fees & Licensing**: Represents miscellaneous fees and licenses (none included) and \$135 in August for the license renewals of the on-site HVAC technicians.
38. **Total Operating Expenses**: Budgeted expenses are \$6.35 per square foot. This amount consists of \$1.74 per square foot for utilities and \$4.61 for the remaining building expenses.



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

June 24, 2003



T. R. Anson
Commissioner

Ms. Suzanne Robbins, DPW Liaison
Servus Management Corporation
One Financial Plaza
Hartford, CT 06103

Dear Suzanne:

This is to inform you that the following operating budgets for the period 6/1/03 – 5/31/04 are approved:

| Location. | Requested Operating Budget | Approved Operating Budget | Reduction % |
|---|----------------------------------|---------------------------------|----------------|
| 395 West Main Street Waterbury | \$ 210,265 | \$ 203,957 | 3 |
| 410-470 Capitol Avenue Hartford | 2,738,231 | 2,656,084 | 3 |
| 505 Hudson Street Hartford | 1,399,591 | 1,357,603 | 3 |
| Troop K Colchester | 119,479 | 119,479 | 0 |
| DPS Headquarters Middletown | 684,783 | 684,783 | 0 |
| 315 Buckingham Street Hartford | 134,963 | 130,914 | 3 |
| 24-38 Wolcott Hill Road Wethersfield | 1,104,054 | 1,070,932 | 3 |
| 200 Folly Brook Blvd. Wethersfield * | 1,008,804 | 1,008,804 | 0 |

Agency-wide, requested property management operating budgets totalled \$22,005,914. \$2,621,728 from reimbursable locations is projected. Net request for DPW funding was \$19,384,186. Available DPW funding is \$18,873,774. The shortfall is \$510,412 or 3%. Depending on the funding source (reimbursable, regular operating or campus/district office/other), reduction percentages of 0%, 3% or 3%, respectively, have been applied to the budget requests. Also, please note that additional savings may be required based upon evolving budget conditions.

Page 2
Servus Management Corporation

Please use the approved operating budget amounts for all reporting. Make line item adjustments as necessary.

Your ongoing effort to live within these budgets is appreciated and critical to the continued success of DPW's privatized property management program.

Sincerely,



Matthew Buczacki
Fiscal Administrative Manager

* Includes estimated cost of one (1) DPW employee totaling \$50,000. Carry cost in General Building Payroll line item. Monthly cost will be updated and forwarded by DPW.

MB:cjm

cc: B. Cornish, J. Love, M. Becerra, D. Baisley, D. Poulin, M. Bantz, D. Grigely

Property Name: 410-474 Capitol Avenue
 Sq Ft: 431,066
 FY 2004 (6/01/03-5/31/04) Operating Budget
 Prepared by: Amanda Morzilli
 For the Department of Public Works
 State of Connecticut
 Date Prepared: 4/24/2003

| Acct Code | Acct Title | June | July | August | September | October | November | December | January | February | March | April | May | TOTAL | Proposed Budget | 12 Month Actual | 12 Month Variance | 12 Month % Variance |
|-----------------------------------|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|-----------------|--------------------|-------------------|---------------------|
| Security & Life Safety | | | | | | | | | | | | | | | | | | |
| | Security Services | \$50,954 | \$63,693 | \$50,954 | \$50,954 | \$63,693 | \$50,954 | \$63,693 | \$50,954 | \$63,693 | \$50,954 | \$63,693 | \$50,954 | \$748,635 | \$1,174 | \$430,613 | \$1,000 | \$0.74 |
| | Other Security Expense | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$3,600 | \$0.01 | \$1,926 | \$0.00 | \$0.00 |
| | Fire Protection | \$150 | \$4,800 | \$150 | \$1,750 | \$1,650 | \$150 | \$150 | \$4,800 | \$150 | \$150 | \$150 | \$150 | \$14,200 | \$0.03 | \$14,459 | \$0.03 | \$0.00 |
| | Total Security & Life Safety | \$51,404 | \$68,793 | \$51,404 | \$53,004 | \$65,643 | \$51,404 | \$64,143 | \$70,694 | \$75,415 | \$82,443 | \$68,044 | \$68,044 | \$766,435 | \$1.18 | \$446,998 | \$1.04 | \$0.74 |
| Roads & Grounds | | | | | | | | | | | | | | | | | | |
| | Landscaping | \$1,305 | \$1,305 | \$1,305 | \$1,305 | \$1,305 | \$1,305 | \$1,305 | \$55 | \$55 | \$55 | \$1,305 | \$1,305 | \$10,660 | \$0.02 | \$9,867 | \$0.02 | \$0.00 |
| | Indoor Plants | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0.00 | \$0 | \$0.00 | \$0.00 |
| | Snow Removal | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,500 | \$10,000 | \$15,000 | \$5,000 | \$0 | \$65,500 | \$0.13 | \$112,274 | \$0.26 | \$0.13 |
| | Asphalt Maintenance | \$0 | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 | \$0.01 | \$0 | \$0.00 | \$0.01 |
| | Parking Lot Sweeping | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,000 | \$0 | \$4,000 | \$0.01 | \$7,900 | \$0.02 | \$0.01 |
| | Total Roads & Grounds | \$1,305 | \$6,305 | \$1,305 | \$1,305 | \$1,305 | \$1,305 | \$1,305 | \$5,805 | \$10,055 | \$15,055 | \$10,055 | \$10,205 | \$75,160 | \$0.17 | \$130,041 | \$0.30 | \$0.13 |
| Administrative | | | | | | | | | | | | | | | | | | |
| | Administrative Payroll | \$7,383 | \$7,383 | \$7,383 | \$7,383 | \$7,383 | \$7,383 | \$7,383 | \$7,383 | \$7,383 | \$7,383 | \$7,678 | \$7,678 | \$89,186 | \$0.21 | \$86,876 | \$0.20 | \$0.01 |
| | Office Supply & Expense | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$7,200 | \$0.02 | \$6,236 | \$0.01 | \$0.00 |
| | Management Fees | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$66,000 | \$0.15 | \$66,000 | \$0.15 | \$0.00 |
| | Other Professional Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0.00 | \$0 | \$0.00 | \$0.00 |
| | Other Administrative Expense | \$48 | \$48 | \$48 | \$433 | \$48 | \$48 | \$48 | \$433 | \$48 | \$48 | \$48 | \$48 | \$1,346 | \$0.00 | \$607 | \$0.00 | \$0.00 |
| | Fees & Licenses | \$0 | \$0 | \$135 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$135 | \$0.00 | \$0 | \$0.00 | \$0.00 |
| | Total Administrative | \$13,531 | \$13,531 | \$13,566 | \$13,916 | \$13,531 | \$13,531 | \$13,531 | \$13,916 | \$13,531 | \$13,531 | \$13,826 | \$13,826 | \$163,867 | \$0.38 | \$159,121 | \$0.37 | \$0.01 |
| | TOTAL OPERATING EXPENSES | \$208,280 | \$266,643 | \$227,295 | \$220,945 | \$228,743 | \$204,260 | \$235,118 | \$248,705 | \$232,866 | \$241,453 | \$216,894 | \$206,819 | \$2,738,231 | \$6.35 | \$2,386,344 | \$5.54 | \$0.81 |

FY 2004
 Proposed Budget
 12 Month Actual
 12 Month Variance
 12 Month % Variance

| | FY2004 | FY2003 | FY2002 | FY2001 |
|----------|-----------|------------|------------|--------|
| Proposed | Projected | 12 Month | \$Per S.F. | |
| Budget | 12 Month | Actuals | Variance | |
| Address | Actuals | \$Per S.F. | (%) | |

| Acct Code | Acct Title | June | July | August | September | October | November | December | January | February | March | April | May | TOTAL | Energy | Water | Gas | Electric | Phone | Internet | Other |
|-----------------------------|------------------------------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|--------|-------|-----|----------|-------|----------|-------|
| EXPENSES: | | | | | | | | | | | | | | | | | | | | | |
| Cleaning | | | | | | | | | | | | | | | | | | | | | |
| | Cleaning Services | \$41,690 | \$41,575 | \$44,275 | \$41,650 | \$41,575 | \$41,575 | \$41,690 | \$41,575 | \$41,575 | \$41,690 | \$41,575 | \$41,575 | \$601,900 | \$116 | | | | | | |
| | Pest Control | \$248 | \$310 | \$848 | \$248 | \$310 | \$248 | \$310 | \$248 | \$248 | \$310 | \$248 | \$848 | \$4,420 | \$0.01 | | | | | | |
| | Cleaning Supplies | \$3,065 | \$3,065 | \$3,065 | \$3,065 | \$3,065 | \$3,065 | \$3,065 | \$3,160 | \$3,160 | \$3,160 | \$3,160 | \$3,160 | \$37,295 | \$0.09 | | | | | | |
| | Window Washing | \$0 | \$5,290 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,290 | \$0.01 | | | | | | |
| | Trash Removal | \$3,156 | \$4,956 | \$3,156 | \$3,156 | \$3,156 | \$3,156 | \$3,156 | \$4,396 | \$3,156 | \$3,156 | \$3,156 | \$3,156 | \$40,772 | \$0.09 | | | | | | |
| Total Cleaning | | \$48,119 | \$55,056 | \$51,344 | \$48,119 | \$48,108 | \$48,044 | \$48,181 | \$49,539 | \$48,139 | \$48,276 | \$48,139 | \$48,739 | \$569,601 | \$137 | | | | | | |
| Repairs & Maintenance | | | | | | | | | | | | | | | | | | | | | |
| | Electrical Services | \$650 | \$150 | \$150 | \$150 | \$150 | \$150 | \$650 | \$1,150 | \$650 | \$1,160 | \$150 | \$150 | \$5,500 | \$0.01 | | | | | | |
| | Electrical Supplies | \$275 | \$275 | \$275 | \$275 | \$275 | \$275 | \$275 | \$275 | \$275 | \$275 | \$275 | \$275 | \$3,300 | \$0.01 | | | | | | |
| | Lighting Supplies | \$350 | \$350 | \$350 | \$350 | \$350 | \$350 | \$350 | \$350 | \$350 | \$350 | \$350 | \$350 | \$4,200 | \$0.01 | | | | | | |
| | HVAC Services | \$4,952 | \$10,452 | \$9,962 | \$5,952 | \$1,452 | \$2,502 | \$7,452 | \$4,652 | \$1,452 | \$1,452 | \$2,502 | \$1,452 | \$54,224 | \$0.13 | | | | | | |
| | HVAC Supplies | \$3,300 | \$800 | \$2,300 | \$2,300 | \$800 | \$800 | \$800 | \$2,300 | \$800 | \$800 | \$800 | \$2,300 | \$17,600 | \$0.04 | | | | | | |
| | Elevator Services | \$1,006 | \$1,655 | \$1,665 | \$1,805 | \$1,655 | \$1,695 | \$1,905 | \$1,855 | \$1,655 | \$1,805 | \$800 | \$1,665 | \$20,460 | \$0.06 | | | | | | |
| | Plumbing Services | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$600 | \$100 | \$100 | \$100 | \$100 | \$100 | \$1,700 | \$0.00 | | | | | | |
| | Plumbing Supplies | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$1,800 | \$0.00 | | | | | | |
| | General Building Payroll | \$18,229 | \$22,786 | \$18,229 | \$18,229 | \$22,786 | \$18,229 | \$22,786 | \$18,229 | \$18,229 | \$22,786 | \$18,229 | \$18,229 | \$238,434 | \$0.55 | | | | | | |
| | General Building Supplies | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$12,000 | \$0.03 | | | | | | |
| | General Building Maintenance | \$1,625 | \$1,025 | \$5,025 | \$1,025 | \$1,025 | \$1,025 | \$1,025 | \$1,025 | \$1,025 | \$2,025 | \$1,025 | \$1,025 | \$24,697 | \$0.06 | | | | | | |
| | On-Site Office Telephone | \$340 | \$340 | \$340 | \$340 | \$340 | \$340 | \$340 | \$340 | \$340 | \$340 | \$340 | \$340 | \$4,080 | \$0.01 | | | | | | |
| | Storage | \$75 | \$75 | \$50 | \$75 | \$75 | \$50 | \$75 | \$75 | \$50 | \$75 | \$75 | \$50 | \$800 | \$0.00 | | | | | | |
| Total Repairs & Maintenance | | \$32,051 | \$49,158 | \$36,276 | \$36,751 | \$30,158 | \$26,626 | \$37,208 | \$31,301 | \$26,276 | \$32,308 | \$27,380 | \$27,805 | \$392,196 | \$0.91 | | | | | | |
| Utilities | | | | | | | | | | | | | | | | | | | | | |
| | Electricity | \$35,500 | \$35,500 | \$35,500 | \$35,500 | \$37,000 | \$37,000 | \$38,500 | \$37,608 | \$37,600 | \$36,000 | \$35,000 | \$36,000 | \$436,700 | \$1.01 | | | | | | |
| | Gas | \$2,200 | \$2,200 | \$2,500 | \$3,000 | \$10,500 | \$15,000 | \$17,000 | \$25,000 | \$15,000 | \$16,000 | \$12,000 | \$6,000 | \$124,400 | \$0.29 | | | | | | |
| | Fuel Oil | \$0 | \$0 | \$0 | \$0 | \$2,500 | \$2,500 | \$2,800 | \$2,500 | \$2,500 | \$0 | \$0 | \$0 | \$12,969 | \$0.03 | | | | | | |
| | Purchased Steam | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0.00 | | | | | | |
| | Purchased Chilled Water | \$22,000 | \$35,000 | \$35,000 | \$23,000 | \$18,650 | \$3,000 | \$2,500 | \$1,900 | \$1,900 | \$2,500 | \$2,900 | \$6,800 | \$161,150 | \$0.37 | | | | | | |
| | Waste/Sewer | \$1,350 | \$1,300 | \$1,300 | \$1,350 | \$1,350 | \$1,350 | \$1,400 | \$1,400 | \$1,470 | \$1,350 | \$1,300 | \$1,300 | \$16,220 | \$0.04 | | | | | | |
| Total Utilities | | \$61,050 | \$74,000 | \$74,300 | \$69,850 | \$70,000 | \$59,850 | \$61,800 | \$68,400 | \$59,470 | \$54,950 | \$51,200 | \$49,100 | \$750,970 | \$1.74 | | | | | | |